K#2505 1150

15088

AGREEMENT

Between

8/21/02

AK STEEL CORPORATION

And The

BUTLER ARMCO INDEPENDENT UNION

Butler, PA

October 1, 2001 -

9/30/06

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PREFACE

The Company agrees that it will not sell, lease, convey, assign or otherwise transfer the plant or any significant part thereof covered by this Labor Agreement between the Company and the Butler Armco Independent Union that has not been permanently shut down for at least one year to any other party (Buyer) who intends to operate the business unless the following conditions have been satisfied prior to the closing date of the sale. These conditions will also apply in the event the Company is taken over by receivership or bankruptcy proceedings.

(1) The Buyer shall have entered into an Agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining unit.

(2) The Buyer shall have entered into an Agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.

(3) If requested by the Company, the Union will enter into negotiations with the Company on the subject of releasing and discharging the Company from any obligations, responsibilities and liabilities to the Union and the employees, except as the parties otherwise mutually agree.

This provision is not intended to apply to any transaction solely between the Company and any of its subsidiaries or affiliates, or its parent company including any of their subsidiaries or affiliates; nor is it intended to apply to transactions involving the sale of stock, except that the provision shall apply to a transaction or a series of transactions that result in a change of control.

"Permanently shut down for one year" shall mean that the notice required under Article XX–Severance Allowance has been given and that for one year following the final closure date (1) no bargaining unit work has been performed other than tasks associated with the shutdown of the operations, (2) no improve-

ments have been made, and (3) the Company has acknowledged entitlements to and is processing and/or paying, as appropriate, shutdown benefits in accordance with the Labor Agreement and applicable benefits agreements.

ARTICLE I
SCOPE AND INTENT

Section A - Coverage

1. This Agreement sets forth the provisions relating to wages, hours of work, pensions, social insurance, working conditions and certain other conditions of employment to be observed by the parties hereto, and the procedures for the prompt, equitable adjustment of alleged grievances.
2. It is the intent and purpose of the parties hereto to give recognition to their mutual desire for industrial harmony; to secure and sustain maximum employment and maximum effectiveness and cooperation.
3. In referring to employees, the masculine gender is used for convenience only and shall refer to both males and females.

Section B - Bargaining Unit

1. The term "employee" as used in this Agreement, shall include all hourly paid production and maintenance employees of the Company, but excluding foremen, assistant foremen and all other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action; plant protection employees, and all salaried employees.
2. In further definition of the bargaining unit, it is understood and agreed that an employee who is regularly scheduled as a supervisor for 50% or more of his turns per week shall not be considered as an employee in the bargaining unit but shall be

entitled to representation and coverage under the contract for his scheduled turns of bargaining unit work.

ARTICLE II
RECOGNITION, UNION MEMBERSHIP AND DUES OR SERVICE CHARGE

Section A - Recognition

1. The Company recognizes the Union as the exclusive bargaining representative for all the employees of the Company as defined in Article I, Section B.

Section B - Affiliation and Civil Rights

1. The Company or any of its agents will not engage in discrimination, interference, restraint, or coercion against any employee because of his affiliation with or activity on behalf of the Union.
2. The Union, its agents and members will not discriminate against or interfere with employees who are not members of the Union. Except as the parties otherwise provide, the Union agrees that it will not solicit employees for membership or conduct Union business on Company time, or in any manner interfere with the operation of the plants or the employees in the discharge of their duties.
3. The provisions of this Agreement shall apply equally to all employees without regard to their race, religion, color, national origin or sex.
4. The Company and the Union Rules Committee shall meet as the need arises for the purpose of reviewing Civil Rights matters.

Section C - Union Membership

Employees shall have the right voluntarily to acquire, not acquire, maintain or drop membership in the Union.

Section D - Dues or Service Charge

Irrespective of membership in the Union, each employee who has completed 30 calendar days of employment shall, as a condition of employment, pay to the Union one or the other of the following:

1. Regular monthly dues of the Union if such employee is a member thereof, or
2. A regular monthly service charge equal to the regular monthly dues of the Union if such employee is not a member thereof.

Section E - Checkoff

1. The Company shall deduct from the second pay closed and calculated in each month for the regular monthly dues of the Union or the regular monthly service charge for the preceding month, each as designated by the Treasurer of the Union, for each employee who individually and voluntarily has certified on a form agreed to by the Company and the Union that he authorizes such deductions.
2. The Company shall promptly remit to the Treasurer of the Union the deductions made in accordance with Paragraph 1 of this Section. An employee who has failed to make payment specified in Paragraph 1 of Section D shall not be deemed to be in arrears until the Union shall have notified the Company in writing.
3. To assist employees in complying with this obligation, the Company will suggest at the time of his employment that each new employee voluntarily execute an authorization in the form referred to in Paragraph 1 of this Section.

Section F - Indemnification

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon signed checkoff authorization furnished to the Company by the Union.

Section G - Applicable Law

The effectiveness of the foregoing provisions for the duration of this Agreement is subject to the provisions of any applicable law.

ARTICLE III
WORK STOPPAGES

Section A

During the life of this Agreement, the Union agrees that there shall be no strikes, slowdowns, or work stoppages for any cause whatsoever. The Company agrees that there shall be no lockout for any cause whatsoever. Both parties agree that all disputes which are within the scope of the grievance machinery set forth herein shall be adjusted through such procedure.

Section B

It is further understood that an interruption or impeding of work because of a strike, slowdown, or work stoppage, on the part of the Union, or a lockout on the part of the Company, shall be a violation of this Agreement, and that under no circumstances shall the parties hereto discuss the dispute in question or any other grievances while such work interruption is in effect.

ARTICLE IV
MANAGEMENT

Section A

1. The management of the business and the direction of its working forces including the right to hire, retire, transfer, change assignments, promote, demote, suspend, discharge, discipline, and to relieve employees for lack of work or other legitimate reasons, and to maintain discipline and efficiency of all employees, to establish work schedules and to make changes therein essential to the efficient operation of the Works and to be the judge of the physical fitness of employees are the exclusive rights of the Company, provided, however, that in the exercise of such rights the Company shall observe the provisions of this Agreement.
2. Any employee who feels he has been discriminated against because of any Company action in this respect has recourse to the Grievance Procedure set forth in this Agreement.

Section B

Further, the Company shall be the exclusive judge of all matters pertaining to the products to be manufactured, the location of plants or operations, production schedules, and the methods, processes, and means of manufacture and materials to be used, including the right to introduce new and improved methods or facilities, and change existing methods or facilities.

Section C

The Union agrees that the rights of the Company as set forth in Section B of this Article are not subject to the Grievance Procedure.

ARTICLE V
REPRESENTATION

Section A - Committees

1. The General Grievance Committee shall be composed of the Rules Committee, and not more than three District Union Representatives. The elected Union Representatives in each district shall be the Departmental Grievance Committee. The number of District Union Representatives deemed necessary and desirable for the prompt handling of employee relations matters in each district shall be agreed upon between the Rules Committee and the Company.
2. Special committees, in addition to already established committees as agreed upon between the parties, may be established in connection with special projects, special matters of contract administration, or other subjects of mutual representation interests. The establishment of any special committee shall be confirmed in writing, detailing the purpose of the committee, its authorized duration, and the number of its members. No special committee shall be effective until the written confirmation of its establishment is signed by the Rules Committee and the representatives of the Company.
3. The names of all Committeemen shall be given to the Company in writing by the Secretary of the Union and no Committeeman shall function prior to such notice.
4. Committeemen shall be employees and if on leave of absence shall not serve as Committeemen.

Section B - Plant Meetings

1. Regularly scheduled monthly meetings shall be held between representatives of the Company and the Union Representatives for the plant. Such

meetings shall be for the purpose of handling all matters of common interest to the Company and the Union, except the disposition of grievances. The time of such regular meetings, or emergency meetings of the same groups, shall be arranged by mutual agreement between the appropriate Company and Union Representatives.

2. For the purpose of attending regular or emergency meetings provided for in this section and for the purpose of the performance of other representation functions, Officers, Union Representatives and such Committeemen as may be involved by agreement of the parties hereto will be permitted to leave their work without loss of pay upon reasonable advance notice to and permission by their respective supervision or designated Company Representative. Request for permission to be absent shall include the intended purpose for the absence. Where any such Union Representative is working as a member of a group operation or on work the suspension of which will interfere with production, he will not be permitted to leave his work without consent of his Supervisor who shall make arrangements promptly, whenever possible, for his release.

Section C - Grievance Committee

1. Members of the General Grievance Committee, as defined in Section A, Paragraph 1 of this Article, shall be allowed such time off as may be reasonably necessary:
   a. To attend one scheduled meeting per month of the General Grievance Committee as provided in this Agreement.
   b. To attend meetings agreed upon by the Company and the Union pertaining to matters which cannot be reasonably delayed until the time of the next meeting of the Committee.

c. To visit departments for which he is the accredited Union Representative at reasonable times for the purpose of transacting the legitimate business of the Committee.

d. To visit departments other than those for which he is the accredited Union Representative at reasonable times for the purpose of performing the duties devolving upon him as a member of the General Grievance Committee.

2. Committeemen will also be allowed such time off as may be reasonably required for the purposes corresponding to those listed in the foregoing paragraph for the General Grievance Committee.
3. Before leaving his own department for the purpose defined in Paragraph 1a and b of this Section, a Committeeman shall notify his department head or his supervisor.
4. A Committeeman must receive permission before leaving his department for the purpose defined in Paragraph 1c and d.
5. If a Committeeman is working as a member of a group operation, he shall under no circumstances leave his work to perform his duties as a grievance committeeman without the consent of his foreman, who shall make arrangements promptly, whenever possible, for his release to perform his duties as a Committeeman.
6. It is agreed that prompt adjustment of grievances is desirable in the interest of sound relations between the Company and its employees, but that the investigating and settling of grievances shall interfere with production as little as possible.

Section D - Bulletin Boards

1. The Company agrees to furnish enclosed bulletin boards whereby notices of the following matters pertaining to the Union are to be posted:

   a. Notices of Union recreational and social affairs.

b. Notices of Union elections.

c. Notices of Union election results and Union appointments.

d. Notices of Union meetings.

2. Such bulletin boards may also be used for the posting of such other notices as may be agreed upon by the Union and the Company.

3. The number and location of such bulletin boards in the plant under this Agreement shall be decided by the Union and representatives of the Company.

4. There shall be no other distribution or posting by employees of literature upon Company property other than that approved by the Company, provided, that the distribution of Union literature pursuant to Section 7 of the National Labor Relations Act, as amended, shall be permitted in non-working areas of the plant during non-working time.

ARTICLE VI
GRIEVANCE PROCEDURE

Section A - Informal Adjustment Procedure for Handling Problems and Complaints

1. Purpose and Scope

a. The purpose of this adjustment procedure is to provide the means whereby any employee problem or complaint may be brought to the attention of the Company with the least possible delay.

b. The adjustment procedure includes presentation of the problems or complaints, with attendant explanations, answers, or adjustments as may be indicated. It is intended that prompt consideration of problems or complaints will be achieved through this informal procedure.

c. With the exception of Section C, paragraph 1 below, all the time limits as specified in this Article exclude Saturdays, Sundays, and Basic Agreement holidays.

2. Informal Adjustment Procedure

a. *Step I*

Any employee who believes that he has a justifiable complaint must first submit a complaint form to his Section Manager within five (5) of the employee's scheduled working days after the occurrence of the events giving rise to the complaint. Failure to meet this time limit will result in the complaint being forfeited. The Section Manager will meet and discuss the employee's complaint within five (5) of the employee's scheduled working days after receipt of the complaint. In turn, the Section Manager will answer the employee's complaint within five (5) days after the meeting. Failure to meet these time limits occasioned by the action of either the employee or Section Manager will result in the complaint automatically being appealed to Step II. The Section Manager or his designee shall have the authority to settle the complaint, and the employee may settle or withdraw the complaint. Any outcome of the complaint at this Step shall not constitute a precedent for any purpose whatsoever. The employee shall also have the authority to refer the complaint, if the matter has not been satisfactorily resolved, to Step II through his District Representative within five (5) days of receipt of the Section Manager's response. If the District Representative fails to meet this time limit for appealing a complaint to Step II, the complaint shall be forfeited. The following form shall be used for the Informal Adjustment Procedure.

Step I Complaint

Employee's Name _____ Check No. _____
Department _____
Type of Complaint _____
Date of Incident _____
Employee's Signature _____
Date Complaint Submitted _____
Date of Meeting _____
Section Manager's Signature:
Resolved _____ Date _____
Denied _____ Date _____
Date Section Manager hand delivered to Complainant:
Date _____ Section Manager's Signature _____
Date _____ Complainant's Signature _____

Step II Referral

Date of Step II Referral _____
Employee's Signature _____
Date of Receipt by Department Manager _____
Department Manager's Initials _____
Date of Step II Meeting _____
Department Manager's Signature:
Resolved _____ Date _____
Denied _____ Date _____
Date Department Manager hand delivered to Complainant or Representative:
Date _____ Department Manager's Signature _____
Date _ Complainant's or Representative's Signature _
District Representative's Signature:
Accepted _____ Date _____
Appealed _____ Date _____

b. *Step II - Department Level*

Upon receipt of this complaint, the Department Manager shall be required to schedule a meeting within ten (10) days. Present at the meeting will be the employee(s) and the appropriate District Union Representative(s) together with other individuals as agreed upon by the parties as necessary in an attempt to settle the complaint. The Department Manager shall answer the complaint within ten (10) days following this second step meeting. If a settlement is reached, said complaint shall not

constitute a precedent for any purpose whatsoever. If a settlement is not reached at the end of this second step meeting, the employee(s) may file a formal grievance at Step III and must do so within ten (10) days after receiving the answer from the Department Manager.

A complaint concerning department issues involving more than two (2) employees must be initiated at Step II on behalf of the employees by the District Union Representative(s). This action must be initiated within ten (10) days after the occurrence of the events giving rise to the complaint.

c. If the Union fails to meet the time limits for appealing a complaint to Step III, the complaint shall be forfeited. If the Company fails to meet the time limits specified in paragraph b above, the complaint shall be awarded in favor of the employee(s). The Manager–Industrial Relations and the Grievance Committee Chairman or their designees will agree as to the contractually appropriate remedy. Complaints which are forfeited or awarded because of exceeding the time limits will not constitute a precedent for any purpose whatsoever.

Section B - Formal Adjustment Procedure for Handling Problems or Complaints

1. Purpose and Scope

   a. The procedures set forth herein are established in order to promote harmonious relations between the employees and the Company through the prompt and fair consideration and disposition of grievances and shall constitute the sole recourse with respect to any claim by an employee of a violation of the Agreement by the Company.

b. Grievances, within the meaning of the Grievance Procedure, shall consist only of disputes about wages, hours of work and working conditions, as provided in this Agreement; about the meaning and application of this Agreement; and about alleged violations of this Agreement. If any question arises as to whether a particular dispute is or is not a proper grievance within the meaning of these provisions, the question may be reserved throughout the Grievance Procedure and determined, if necessary, by the arbitrator.

2. Formal Adjustment Procedure

a. Any difference or complaint not otherwise settled which falls within the meaning of a grievance shall become a grievance within the terms of this Agreement when, reduced to writing, it is presented in Step III of the Grievance Procedure within the appropriate time limits.

b. The grievance shall be prepared on appropriate forms as agreed to by the parties. The forms shall designate to whom the various copies shall be presented. The grievance shall be dated and signed by the aggrieved employee(s) and the appropriate District Union Representative(s). In addition, within ten (10) days from the date of the filing, the information required on the Grievance Record form agreed to by the parties will be fully developed by the Grievance Committee Chairman and the Manager–Industrial Relations or their designees. No grievance shall be heard at Step III in the absence of a full Grievance Record form. However, a delay in completing the Grievance Record form occasioned by the Company will not delay the grievance from being heard at Step III.

c. The grievance so prepared in writing may then be processed through the following steps as may be necessary to effect a settlement:

Step III - Operations Management
Following the filing of a grievance, a meeting will be scheduled at the earliest convenience of the parties for consideration of the grievance. The aggrieved employee(s) may be present for the consideration of the particular grievance together with other individuals who may be agreed upon by the parties as necessary for the proper consideration of the grievance. The attendance at the consideration of each grievance shall be recorded by the Company and attached to the written disposition in this Step. The presiding representative of Operations Management shall render his decision within not more than ten (10) days following presentation of the grievance at the meeting, except as an extension of time (not exceeding 30 days) may be agreed upon between the Union and the Company. If the grievance is not settled in Step III, it will be reviewed at the next regular meeting of the General Grievance Committee, provided the answer has been delivered to the Union no later than seven (7) days prior to said meeting. The committee may choose to appeal the grievance to arbitration. Such appeal must be made within ten (10) days after the appropriate General Grievance Committee meeting except as an extension of the time limits are agreed to or that it is agreed to place the grievance in abeyance. The grievance may also be appealed to expedited arbitration by mutual agreement of the parties.

d. It is understood and agreed that in the event an appeal is not made to the next higher step within the time limitations specified above, except where an extension has been agreed to,

the matter shall be considered to be settled and no further action may be taken on the grievance. Also, it is understood and agreed that in the event a Step III answer is not provided within the time limit specified above the issue shall be considered resolved in favor of the grievant(s). A contractually appropriate remedy will be agreed to by the Grievance Committee Chairman and the Manager–Industrial Relations or their designees. The Union shall not seek to enforce the time limits referenced in this paragraph unless the Manager–Industrial Relations is notified in writing of the Union's intent to invoke the time limits. After receipt of such notice, the Company shall have an additional ten (10) days to correct such failure without the grievance being resolved in favor of the grievant(s). The Company shall not seek to enforce the time limits referenced in this paragraph unless the Grievance Committee Chairman is notified in writing of the Company's intent to invoke the time limits. After receipt of such notice, the Union will have an additional ten (10) days to correct such failure without the grievance being resolved in favor of the Company.

e. Grievances which are settled or resolved as referenced in paragraph d above shall not constitute a precedent for any purpose whatsoever.

f. It is understood and agreed that no grievance may be processed through any step of the Grievance Procedure that is not originated and signed by the aggrieved employee(s) in his or their own behalf and the appropriate Union Representative(s).

g. All the conferences under this Grievance Procedure shall be held during the day unless otherwise agreed upon, and without loss of wages to employees or Union Representatives.

3. It is understood and agreed that if any difference shall arise between the Company and employee as to benefits payable pursuant to the Supplemental Unemployment Benefit plan or the Insurance Agreement (including the Program of Insurance Benefits but excluding life insurance) and such difference is not settled by discussion, the affected employee may file a grievance and process such grievance through the Grievance and Arbitration Procedures set forth in Articles VI and VII, respectively.
4. It is understood and agreed that grievances are to be initiated in the Step I or Step II complaint procedure except as follows:
   a. A grievance filed with respect to disciplinary action or discharge will be filed in Step III.
   b. A grievance filed with respect to rate establishment or change, incentive establishment or change, or any general plant rule applicable in more than one department will be filed in Step III.
   c. A grievance filed with respect to S.U.B. or insurance (except life insurance) will be filed in Step III.
   d. A grievance filed with respect to contracting out or outprocessing will be filed in Step III.
   e. A grievance filed with respect to job elimination or job combination will be filed in Step III.
   f. A grievance filed with respect to jurisdiction will be filed in Step III except it may by mutual agreement of Industrial Relations and the Grievance Committee Chairman be filed in Step II.

Section C - Limitations

1. Any grievance which is to be initiated directly in Step III of the procedure must be filed within 30 calendar days after the inception and occurrence

thereof except as set out in Article IX relating to Discharges, and Article XI, Section A relating to Base Hourly Wage Rates, and Sections D and F relating to Incentive Applications, and Section A of this Article; otherwise, they shall not be entitled to consideration.

2. Any grievance may be remanded to the prior steps by mutual agreement of Industrial Relations and the Grievance Committee Chairman.
3. It is also agreed that any grievance, which as of the date of this Agreement has been presented in writing and is in the process of adjustment, under the grievance procedure of any prior Agreement, shall be considered and settled in accordance with the applicable provisions of that prior Agreement.
4. Any grievance disposed of under prior agreements may not be re-opened or re-filed by reason of changed provisions now embodied in this Agreement.
5. It is agreed that no grievance will be considered under the terms of this Article which would revoke, reverse, or otherwise alter the terms or conditions of any grievance disposed of as above outlined; provided that where the Agreement has been incorrectly construed or applied, by mutual agreement, the original case may be reopened and reviewed.

Section D - Administration

1. Any difficulty in administering or abuse of this procedure shall be promptly investigated by the Manager–Industrial Relations and the President of the BAIU and appropriate steps shall be taken to remedy such problem.
2. In the event the Manager–Industrial Relations and the Grievance Committee Chairman are unable to agree on the appropriate remedy referenced in either Section A, paragraph 2c or Section B,

paragraph 2d above, the matter will be referred to expedited arbitration in order to determine the appropriate remedy.

ARTICLE VII
ARBITRATION

Section A - Referral to Arbitration

Either the General Grievance Committee or the Company shall have the right to refer to impartial arbitration any grievance which has not been satisfactorily settled in the foregoing steps, provided such reference is made by written notice within 14 calendar days, excluding Saturdays, Sundays, and Basic Agreement holidays following the date of the next regular meeting of the General Grievance Committee after Step III decision has been rendered.

Section B - Selection of Arbitrator

1. The impartial arbitrator shall be mutually agreed upon by the Company and the Officers of the Union (Rules Committee).
2. Should the parties be unable to agree upon an impartial arbitrator within 10 calendar days after an appeal has been taken from the Step III decision, the American Arbitration Association shall be requested to appoint an arbitrator in accordance with their established practice. Such appointment shall be final and must be accepted by both parties.

Section C - Arbitration Hearing

1. The arbitration hearing shall be held under the American Arbitration Association Rules and procedures.
2. The arbitration hearing shall be held in Butler, Pennsylvania, unless another location is specified by mutual agreement.

3. The Company agrees that it shall not subpoena or call as a witness in arbitration proceedings any member of the bargaining unit or any employee assigned to work in the bargaining unit unless subsequently such employee becomes a full-time salaried employee. The Union agrees that it shall not subpoena or call as a witness in such proceedings any non-bargaining unit employee including any employee who was assigned to work in the bargaining unit without acquiring Union membership, unless such employee subsequently becomes a full-time member of the BAIU.

Section D - Compensation of Arbitrator

The compensation and proper expenses of the impartial arbitrator shall be agreed upon between the arbitrator and the parties hereto, and each of the parties shall be responsible for and pay the arbitrator one half of said compensation and expenses.

Section E - Decision of Arbitrator

1. After the grievance is heard, the impartial arbitrator shall render an award in writing within 30 days of the date all post-hearing material is received.
2. His decision shall be final and binding upon each of the parties hereto.
3. The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement only insofar as necessary to the determination of such grievance, but the arbitrator shall not have jurisdiction or authority in any way to change the provisions of this Agreement by alterations, additions to, or subtractions from, the terms thereof.

ARTICLE VIII
SENIORITY

Section A - Purpose

1. It shall be the intent of the Company and the Union to provide conditions which will encourage employees to acquire skill and efficiency in order to be qualified for promotion to positions of greater responsibility and higher pay through a system of Seniority, the provisions of which have been mutually agreed upon and are hereinafter outlined.
2. It shall be the practice of the Company to promote from within the organization in all instances where qualified personnel is available.
3. It shall be the intent of the Company and the Union to assure meaningful promotional and transfer opportunities for minority, female and longer service employees consistent with the efficiency of the operation.

Section B - Definition and Application

1. The term "seniority" as used herein shall include all of the following factors:
   a. Length of Seniority Service
   b. Knowledge, skill, and efficiency on the job
   c. Physical fitness

   Length of Seniority Service shall govern where employees have substantially equal knowledge, skill, training, experience, efficiency, and physical fitness.
2. Continuous Service for seniority purposes (Seniority Service) shall be Company Continuous Service calculated for the period of unbroken employment, in the Hourly Bargaining Unit provided that, for all Hourly Bargaining Unit employees on the active employment list of the Company as of the date of this agreement, the Company

Continuous Service shall be that as fixed by the then current records as provided by Section K, Paragraph 1 of this Article.

3. Continuous Service for benefit purposes shall be Company Continuous Service calculated for the period of unbroken employment with the Company unless otherwise specifically provided in benefit plans or elsewhere.
4. Should the length of Company Continuous Service be equal in the case of two or more employees in competition for promotion or transfer, the relative service standing of such employees, if not previously established, shall be determined as follows:
   a. For promotion or intra-department transfers, the employees involved shall be aligned first, in the order of the date transferred into the department; and if ties still remain, aligned in the order of chronological age with the oldest having the highest relative service standing. A tied chronological age condition will be broken utilizing the lowest Social Security Number to determine the highest relative service standing.
   b. For plant-wide transfers, the employees involved shall be aligned in the order of chronological age with the oldest having the highest relative service standing. A tied chronological age condition will be broken utilizing the lowest Social Security Number to determine the highest relative service standing.
5. Notwithstanding paragraphs 4, 4-a, and 4-b above, all ties in Company Continuous Service, applicable to employees hired into the hourly bargaining unit on or after July 1, 1986, will be broken on the date of hire and shall be applicable thereafter for all seniority purposes. Such employees shall be aligned in the order of chronological age with the oldest having the highest relative service standing.

A tied chronological age condition will be broken utilizing the lowest Social Security Number to determine the highest relative service standing.

6. An employee's relative position, having once been correctly established under the provisions of this Section, shall not be altered except by the application of other provisions of this Article; and except for the change to Company Continuous Service (in accordance with applicable provisions of the Seniority Program dated November 21, 1974).
7. Seniority, as provided in this Agreement, shall be applied in all cases of promotion or demotion to positions within the bargaining unit and increases or decreases in the forces of such positions.
8. There shall be no leapfrogging over or rolling or bumping between employees solely as a result of instituting the change to Company service as a continuous service length measure. However, all future promotions, step-ups, demotions, layoffs, recalls and other seniority moves shall be in accordance with Company service provided that, (a) promotions shall be made in ascending job sequence order starting with the job level immediately below the job level in which the permanent vacancy occurs and with the employee in such level below having the greatest length of Company service, and (b) demotions, layoffs and other reductions in forces shall be made in descending job sequence order starting with the highest affected job and with the employee on such job having the least length of Company service, moving by Company service to job level(s) below, and (c) the sequence on a recall shall be made in the reverse order so that the same experienced people shall return to jobs in the same positions relative to one another that existed prior to the reductions.

Section C - Supplemental Seniority Agreements

1. The plant subdivisions (to be termed departments, units within departments, and lines within units) within which seniority as outlined in this Article shall apply, and the job progression therein shall be determined or revised from time to time as necessity shall arise, by agreement between the Company Representative and the appropriate District Union Representatives and the Rules Committee.
2. Seniority practices shall be established or revised as necessity shall arise by agreement between the parties hereto in the same manner and by the same people specified in Paragraph 1 of this Section and such practices shall not be inconsistent with the provisions of this Article.
3. The existing agreements and applications of seniority practices, job progression, including the Maintenance Plan, and the use of waiver cards, as provided for in this Section, developed under the prior agreements, are hereby reaffirmed and extended under this Agreement, and shall continue in effect until modified or changed as provided in Paragraphs 1 and 2 of this Section.
4. The Company shall post all new and revised Supplemental Seniority Agreements, for a period of 10 days, following which the Agreements will be put into effect, except where corrections are necessary by agreement between the District Union Representatives and the Company. Posting locations shall be agreed upon in advance between the Company and the District Union Representatives.
5. Seniority Agreements shall not deny the right of any employee or group of employees to participate in the distribution of overtime which might occur in their department, unit, or line as the parties may agree.

6. Overtime shall be distributed on an equitable basis among the employees in each department, unit, or line as the parties may agree, in which individual overtime records are kept. In providing for equitable overtime distribution in the various plant subdivisions, the parties shall attempt to establish (if they have not already done so prior to October 1, 1993) specific overtime assignment procedures in accordance with the provisions of Paragraph 2, above. Said procedures shall be set forth under Section 10 of each Supplemental Agreement and shall be consistent with the following guiding principles: (a) unless there are specifically stated exceptions, overtime assignments shall be offered to eligible and qualified employees on the basis of their relative standing on the applicable overtime roster (low man first, etc.) and (b) CCS will control in the case of ties in relative standing and (c) the appropriate remedy in a non-compliance situation shall be compensation for all lost earnings. Commencing on October 1, 1993, these guiding principles shall control over any practices or contractual provisions to the contrary.

   In regard to overtime assignments that would create a seventh-day double time pay liability, the above provisions are not intended to enhance or diminish any overtime provisions that existed in the various Department Supplemental Agreements prior to October 1, 1993, or any precedents or practices that may have existed in that regard prior to said date.

7. Overtime records shall be kept from year to year. At the start of each calendar year, the number of individual hours recorded in each department, unit or line for which said records are kept, will be reduced by the number of hours applicable to the incumbent with the least recorded number at the end of the previous year. In keeping said records, an employee who works or is permitted to

decline and does decline an overtime opportunity which is offered, shall be credited with said overtime.

8. Employees on medical restrictions will be charged for all overtime opportunities in their home department that they otherwise would have been offered in the same manner, and with the same consequences, as employees not on medical restrictions.
9. Commencing on week ending January 12, 2002, the following overtime administrative procedures shall govern in each department, unit, or line in which individual overtime records are kept. These procedures completely replace all overtime procedures that may exist in department supplemental agreements and any other memoranda and agreements signed by the parties that are contrary.
   a. All overtime hours worked and refused will be charged in one (1) hour increments. An overtime assignment less than one (1) hour will not be charged.
   b. A record of a phone call made is considered verification that a reasonable contact attempt was made. Five (5) rings is considered a reasonable attempt or the leaving of a message on an answering machine.
   c. Management, when it chooses, may fill unanticipated overtime assignments according to the procedures in Section C, Paragraph 6 above.
   d. Updates to overtime rosters shall be daily unless there are written, signed agreements to update rosters weekly.
   e. Continuity of assignment (hold-over) overtime scheduled pursuant to Article IV, Section A, Paragraph 1 shall be limited to less than four (4) hours. If such a holdover assignment exceeds four (4) hours, any employee(s) who would have otherwise been eligible for the

assignment but for the holdover assignment shall be compensated at the appropriate overtime rate for those holdover hours greater than four (4) hours.

f. The following method will be used for calculating overtime to be charged to an employee who is unavailable for all overtime opportunities worked or refused in the unit for any reason for a period of six (6) or more calendar days in any given workweek:

   (1) The average will be calculated by dividing the total number of overtime hours charged within the appropriate overtime unit by the number of employees eligible to compete for the overtime within that unit for that particular week.

   (2) Such average will be determined on a weekly basis.

   (3) Upon reaching the six (6) or more day limit, the accumulated hours will be charged to the employee. Each week thereafter, the weekly average will be charged to the employee.

g. All new employees transferring into a department shall be credited with the highest number of individual overtime hours recorded as of the date of transfer.

h. An overtime preference sheet (ordered identically to the overtime roster) may be established for anticipated overtime opportunities within an overtime scheduling unit upon sign-off of the local parties.

   (1) Employees may pre-designate their preferences for overtime assignments for the upcoming week. Employees may list, in order of preference, any overtime assignments that they would be willing to work in

the event they become so eligible. The employee can list specific options or state "any" or "none".

(2) Employees who elect to utilize the preference sheet will be responsible for calling their department to obtain their resulting overtime schedule.

(3) Employees who do not elect to use the preference sheet will be contacted in the order of their eligibility. Each employee is responsible for providing supervision with a reasonable means of contact.

i. Once an employee accepts an overtime assignment, there will be no further option to refuse the assignment unless approved by supervision. In departments where overtime is scheduled and when employees are permitted to decline said assignments, employees must refuse said assignments by 10:00 a.m. Friday.

j. An employee who requests and is granted a day(s) off will not be offered overtime on said day(s) but will be charged for refusal(s) if he would have been otherwise eligible. For the purpose of this provision, a day is defined as a 24-hour calendar day.

Section D - General Seniority Practices and Agreements

1. Any employee promoted according to Section B shall be given a fair trial for a period not exceeding 21 calendar days for promotions or transfers within a department and 35 calendar days for a promotion or transfer on a plant-wide basis. Such period will commence with Sunday of the first week during which the first physical day of work or on-the-job training occurs in the department. During the period, an employee may return or be returned to his former position and seniority status if such

promotion proves unsatisfactory to the employee or, if, in the Company's judgement, he has failed to perform satisfactorily the duties of the position to which he shall have been promoted. This trial period does not apply to automatic promotions from job level to job level within a line of progression. However, a 14 calendar day trial period will be applicable to such promotions when an employee has not previously worked that job a minimum of five turns within the past 12 months.

2. Any employee who declines a promotion or is not promoted due to his inability to perform the job ahead of him, will not be permitted to contest the seniority of the employee who takes the promotion; or any other employees then ahead of the promoted employee so far as future promotions are concerned (within his line of progression) but will retain his seniority on his own job in case of cutbacks. However, if such employee is later permanently promoted to level hand on a job with employee(s) who so advanced around him, he will then reestablish his full seniority rights in the case where future promotions are concerned.
3. Each time an employee is entitled to a permanent promotion he shall be offered and assigned such promotion and if he declines, he shall sign a new Waiver Card indicating such refusal. It shall be the responsibility of the employee's foreman to secure a signed Waiver Card in each such case. If an employee, declining a promotion, refuses to sign a Waiver Card, his foreman shall prepare such card, annotate the card that the employee has refused to sign and have the card noted by an appropriate Union Representative. Copies of the signed waiver to be distributed as indicated on Waiver Card.
4. When it is practical to do so, the application of seniority will be considered in cases of emergency. It is recognized and agreed, however, that under emergency situations decisions must often be

made which prevent the application of seniority. In such situations, the Company shall have a reasonable tolerance in such emergency conditions including the consideration of the need for scheduling overtime. It is further provided that after a period of 48 hours following the occurrence of the emergency, any further acknowledgement of the original emergency shall cease to exist and employees will be assigned in accordance with the principles of this Article, unless the emergency period is extended by mutual agreement of the parties. It is agreed that the hours worked by an employee out of seniority order in an emergency will not be considered as establishing any prior right to any permanent position at the time an opening occurs at a later date.

Section E - Probationary Employees

1. A new employee shall be considered as a probationary employee for a period of the first 520 hours of actual work, during which period no continuous service credit will be received. A probationary employee may file grievances under this Agreement but may be laid off or discharged as exclusively determined by the Company; provided that this will not be used for purposes of discrimination because of race, color, religious creed, national origin, sex, or because of membership in the Union. If a new employee is continued in the employ of the Company after completion of the probationary period, the employee shall receive any seniority service credit which would have otherwise become applicable during such probationary period.
2. Where a probationary employee is relieved from work because of lack of work and his employment status terminates in connection therewith, and he is subsequently rehired at the same plant within one year from the date of such termination, he will be given credit for his hours of actual work in the

period immediately preceding such termination but his continuous service date shall be from the date of last hire. If, however, such employee is rehired within two weeks of his last termination from employment, his continuous service date will be the date of hire for his prior employment.

Section F - Temporary Vacancies

1. A temporary vacancy is one created by sickness, leave, vacation, or other temporary condition.
   a. Such vacancies will be filled by the temporary promotion of employees scheduled on the turn on which the vacancy occurs, provided, that qualified employees are available on the turn. Article VIII-H-3 will be applicable when such employees are not available and if it remains necessary to fill the vacancy.

      Notwithstanding the provisions of this paragraph, employees who are scheduled on turn via any overtime provisions will not be permitted to temporarily promote until all eligible employees who are scheduled as part of their normal 40-hour workweek are first offered the temporary promotion.

   b. The length of time during which such vacancies shall be filled in accordance with paragraph a above, will be determined by agreement between supervision and the Union Representatives for each of the various seniority departments and shall be set forth in each department's supplemental agreement.

   c. Temporary vacancies that exceed, or reasonably can be expected to exceed the length of time provided for in paragraph b above, shall be classified as Extended Temporary Vacancies and shall be filled by the procedure (administrative means) utilized for filling permanent vacancies (excluding permanent waivers).

d. Employees filling temporary or extended temporary vacancies shall at no time, under such conditions, attain relative standing with the incumbent employees of the job level where the vacancy exists.

e. When there is a permanent vacancy to be filled within a seniority unit, while an extended temporary vacancy therein exists, all incumbents of that unit will compete for the permanent vacancy solely on the basis of their relative position, and thereafter, the extended temporary vacancy shall be refilled.

Section G - Permanent Vacancy and Transfer Rights

1. A permanent vacancy is one created by permanent promotion, retirement, quitting, discharge, death, permanent transfer, or other permanent condition.

   a. Such vacancies shall be filled from the first step of competition (seniority unit or line). Each succeeding vacancy shall be filled in the same manner and the resulting vacancy in the entry level job of a seniority unit or line shall thereafter be filled on a departmental basis (the second step of competition). Resulting entry level vacancies in the department shall be filled on a plant-wide basis (the third step of competition).

   b. Permanent vacancies on resultant entry level jobs classified as Zone 4 and below that are filled on a departmental or plant-wide basis shall be filled among qualified employees in order of length of Company Continuous Service, except as provided otherwise for filling permanent vacancies in apprenticeships.

   c. As an exception to the procedures for filling vacancies provided for in Paragraph 1a of this Section, all permanent vacancies in apprenticeships shall be filled on a plant-wide basis

from among qualified bidding employees. Similarly, for craft jobs which are not filled by the promotion or assignment of apprenticeship graduates, permanent vacancies in the non-craft jobs which, in fact, lead to such craft jobs shall be filled on a plant-wide basis from among qualified bidding employees.

d. The word "qualified", as it applies to Paragraph c above, shall be interpreted as follows: The Company may require applicants for craft jobs or apprentice positions to be qualified to perform or to learn to perform, as the case may be, the craft job in question.

2. a. An employee who has the qualifications to perform the job on which a vacancy exists who transfers at the third step of competition shall have the right to return to the department, unit, or line from which the employee transferred within a 35 calendar day period commencing with Sunday of the first week of assignment to the vacant job. Furthermore, if the Company should return the employee to that employee's department, unit, or line because the employee cannot meet the requirements of the job to which such employee has been assigned, such return shall be made within such 35 calendar day period. In either event, the employee's return to that employee's former department, unit, or line within such 35 calendar day period shall be without loss of such employee's seniority standing.

b. The rights set out in 2a above shall also apply in cases where an employee transfers from one seniority unit to another in the same department but is limited to a 21 calendar day period rather than 35 days. There is no fair trial period for moves within a line of progression or within a seniority unit except as stated in Article VIII-D-1 above.

c. When changes in job assignments of employees are made in a seniority department, unit, or line as the result of another employee's transfer to another seniority department, unit, or line, such changes will be considered temporary for the 35 calendar day period set forth in 2a above, or the 21 calendar day period set forth in 2b above, whichever is applicable.

d. Any employee who requests transfer to Employment Reserve shall, in the event the request be granted, immediately upon leaving, forfeit all rights to his former seniority department, unit, or line.

e. Any Reserve employee who transfers at the third step of competition shall have the right to return to Reserve within the 35 day calendar period commencing with Sunday of the first week of assignment to the vacant job.

f. The six-month restriction as described in Article VIII, Section G, Paragraph 2g is not applicable for any Reserve employee who is drafted into a department.

g. For transfers within the third step of competition, no employee shall be eligible to transfer unless a period of six (6) months has elapsed since the date of his last third step transfer, or unless a period of six (6) months has elapsed since his last election to return from a third step transfer. The foregoing restrictions shall not apply to apprenticeship vacancies.

h. Employees do not hold incumbency rights in Employment Reserve.

Notwithstanding the above restrictions, an employee will not be restricted from accepting a second third level transfer within a six-month period providing that transfer is in the same department

and is the result of an active bid that had been filed concurrent with or prior to the bid which had originally been accepted. In addition, prior to any third step transfer, an employee may have on file one pre-bid application at any one time, and exercise said pre-bid within the six-month bidding restriction period, one time only.

3. Transferred employees will be afforded appropriate training opportunities (including normal opportunities to fill temporary vacancies) in order to encourage transfer hereunder and normal progression of such employees in the seniority department, unit, or line to which they have transferred.
4. Posting of permanent vacancies shall comply with the following:
   a. Permanent vacancies on entry level departmental jobs in plant-wide competition shall be posted in conspicuous locations throughout the plant for a minimum of 10 calendar days, excluding Saturdays, Sundays, and Basic Agreement holidays. Such notice shall indicate the department, job title, job zone, actual number of employees needed, date of posting, and the time and location where the applications can be filed.
   b. The prevailing applicant(s) shall be selected from the combined group of eligible employees who have filed timely bids (on a form provided by the Company) during the posting period or have filed a timely pre-application (on a form provided by the Company). The pre-application will be valid only until the completion of the next posting period for the department.
   c. The bids and pre-applications for apprenticeships shall be filed in the Training Department. All other bids and pre-applications shall be filed in the Employment Office.

d. Notice of the prevailing applicant(s), including Company Continuous Service date, shall be posted in conspicuous locations throughout the plant for five calendar days following the transfer.

e. Should the successful applicant of a permanent vacancy in plant-wide or department-wide competition be returned or make an election to return to the position from which he bid within the applicable fair trial period, the vacancy shall be filled from the original posting. Should the original posting in department-wide competition be exhausted, any employees who were not incumbents of the department at the time the original bid was posted but subsequently transferred into the department will be afforded the opportunity to be awarded the vacancy on the basis of seniority, prior to the vacancy being posted on a plant-wide (level III) basis.

f. Permanent vacancies on entry level jobs or on the resultant entry level job in a seniority unit or line in department-wide competition shall be posted within the department. Notice of such vacancies shall be posted in conspicuous locations within the department for a minimum of five calendar days excluding Saturdays, Sundays, and Basic Agreement holidays. Such notice shall include the job title, pay zone, actual number of employees needed, date of posting, and the time.

g. Pre-bidding (on a form provided by the Company) will be permitted for all department-wide and unit-wide competition. Pre-bids may be filed by eligible employees in each department and such bids will be valid only until completion of the next posting period for the job being sought.

h. Notice of prevailing applicant(s), including Company Continuous Service date, shall be posted for five calendar days after award.

i. Permanent vacancies on entry level jobs or on resultant entry level jobs in lines in seniority unit-wide competition shall be posted within the seniority units and handled by the method of department-wide competition.

j. The Company has 35 calendar days, after the employees' effective day of transfer (commencing with the Sunday of the first week after acceptance) to transfer employees on plant-wide (level III) bids to their new positions, before a potential pay liability will exist.

k. An employee who is not being permitted to fill a permanent transfer according to Article VIII, Section G, Paragraph 4-j shall be paid the greater of what the employee had the opportunity to receive in the department he works and what he would have had the opportunity to receive if the transfer had been permitted. If there is a resultant pay liability, he will be "kept whole" by shadowing an individual within the seniority section he bid to.

5. Notwithstanding Article VIII, Section B, Paragraph 2, any employee hereafter promoted to a supervisory position in his own department shall continue to accumulate seniority service in his seniority unit or line for a period up to five years, and in the event of his return to the bargaining unit, he shall be placed on the job from which promoted provided his seniority entitles him to such job, and the full length of his accumulated service shall be applied in the case of future cutbacks. For future promotions, he shall follow the established supplemental seniority agreement for his department, unit, or line. Employees promoted prior to the date of this Agreement will be covered by the applicable

seniority provisions of the Agreement in effect at the time of their promotion in the event they are returned to the bargaining unit.

6. If equipment, production units, or operations are permanently transferred or relocated or assigned to another department, unit or line, any employees dislocated by such moves may be transferred with the equipment, unit, or operation and retain in the new department, unit, or line all the length of seniority service he had previously held in the department, unit, or line from which transferred. An employee who declines the transfer with the equipment will not have any loss in his seniority standing in his present department, unit, or line.
7. Where new operations are added and new seniority units created, jobs on such new operations shall be filled by qualified employees who desire the jobs on the basis of seniority.
   a. Directly affected as a result of the addition of the new operations,
   b. Working on operations similar to the new operations,
   c. Who have been previously displaced from operations similar to the new operations.

   The Company and the appropriate Union Representatives shall meet as necessary to implement the provisions of this paragraph.
8. An employee may be loaned from his incumbent department to another department without losing his seniority and overtime rights in his incumbent department, subject to the following conditions:
   a. When the Company has need to utilize the above loan provision, notice of such need shall be posted in conspicuous locations throughout the plant for ten (10) calendar days, excluding Saturdays, Sundays and Basic Agreement holidays. Such notice shall indicate the department where the need exists, the job(s) on

which the employee(s) will be utilized, the job(s) zone and the number of employees needed.

b. The employee(s) to be loaned shall be selected, on the basis of their Company Continuous Service (qualifications, other than physical fitness, may only be a consideration for job(s) requiring in excess of one week's training), from a group of eligible employees who have made application for such loans (on a form provided by the Company) during the posting period. Prior to receiving such loan assignment, prevailing applicants must be released by their department supervisor, who shall grant said release, in cases other than those which would result in the undue dilution of their department's experienced work force.

c. To be eligible for such loan, an employee shall not be on furlough or layoff status. Should an employee be placed on furlough or layoff status subsequent to being loaned to another department, his loan shall be cancelled forthwith.

d. An employee assigned to a department via a Letter of Loan, shall be scheduled or assigned only to the job(s) so indicated on the posting notice. When work is not available on said job(s), such employee shall be cut back to the Employment Reserve where he will be assigned as per the applicable provisions of this Agreement. Should any such cutback extend beyond two full calendar weeks or should cutbacks of a lesser duration occur in three or more successive calendar weeks, the employee so affected may elect to withdraw from his Letter of Loan. Otherwise, such employee shall be returned to the department to which he was loaned, when work is available on the job(s) for which his loan is applicable, provided said loan

has not been terminated by the Company or said loan has not yet reached its expiration date, as provided below.

e. The Personnel Department shall immediately notify the District Union Representatives of such loans. Written notice will follow to both the District Union Representatives and the B.A.I.U. Rules Committee. A Letter of Loan shall not exceed ninety (90) calendar days, however, should the need exist beyond said number of days, the Company may again utilize the Letter of Loan provision, if appropriate, to fulfill such need.

Section H - Employment Reserve Assignment Procedure

1. In order to make the Employment Reserve operate to the highest degree of efficiency, it is recognized that the more senior employees should have the opportunity for assignment to higher-rated or more continuous jobs out of the Employment Reserve. An employee so available will work as assigned on various jobs throughout the Works, according to seniority.
2. Assignments out of the Employment Reserve will be based on seniority of all employees assigned to the Employment Reserve. It is the responsibility of employees assigned by the Employment Reserve to obtain their schedules from the Employment Reserve no later than 4:00 p.m. on the Friday before the week to be worked.
3. The Company will not be required to make changes in schedules in the Employment Reserve after 12:00 noon Friday. In the event job assignments occur after 12:00 noon Friday, these assignments will be made on the following basis:
   a. The Company agrees to fill necessary vacancies by: first, matching the turn with the senior employee from "Job Group D"; second,

assigning the senior employee on a straight-time basis, who is cut back to Employment Reserve, but did not rate a normal work schedule, provided a minimum of three days employment, including his original schedule, if any, is available; third, going to department overtime and, after exhausting the overtime roster, forcing the least senior department employee working the previous turn and/or assigning a less senior qualified employee from Employment Reserve working in the department to the overtime; and fourth, by taking any measures necessary as provided for in the Basic Agreement to obtain a qualified employee.

b. When employee(s) are utilized from "Job Group D," said employee(s) may be replaced at the Company's discretion, through the Labor Pool on a matching turn basis. It is further understood that the Company may assign additional employees to the Labor Pool subsequent to Employment Reserve's schedule posting time for the week in question utilizing the same means, and subject to the same conditions, contained in and relevant to the second step of this procedure.

c. The same procedure cited above will be utilized to fill vacancies requiring trained individuals with the exception that the Company will assign the senior qualified employee in all cases.

d. Employees assigned to partial work schedules will be given first consideration for additional work up to 40 physical hours, provided such assignments can be made on a straight-time basis and that said employees are the more senior of those eligible. During a holiday week, the 40 physical hours will be reduced to conform with the scheduling concept (3 + 2 or 4 + 1) being utilized by Employment Reserve.

e. It is understood that the second step of this procedure will not be applicable after Wednesday of the week in question, except for those employees who have an original schedule of three or more days.

4. Employees unable to work a full week in their own department due to a work reduction or a breakdown of equipment will be referred to the Employment Reserve for further assignment based on seniority.
5. In the application of the foregoing paragraphs of this section, employees who are being assigned through Employment Reserve may be displaced, assigned and re-assigned where necessary to provide work for employees with greater seniority.

Section I - Force Reduction and Furlough

1. Nothing in this Article shall deprive employees with greater seniority of the opportunity for regular work assignments in the event of force reductions in preference to employees with less seniority; when conditions so warrant, the Company shall remove a sufficient number of employees with less seniority from their regular work assignments or their regular seniority departments, if necessary, to provide regular work assignments for employees with greater seniority. The employees so displaced shall be referred to the Employment Reserve in an effort to give them available work elsewhere in the Plant. Such employees shall hold their seniority in their regular department until regular work to which they are entitled becomes available, but shall forfeit such seniority if they do not report back to their regular seniority department for the next scheduled week when notified by the Company that regular work is available. Regular work, as it applies to this section of the agreement, is a full scheduled week in the department in which an employee has seniority rights.

2. In making force reductions in a department, the employees affected and the appropriate District Union Representatives shall be given, whenever possible, one week advance notice.
3. When departmental force reductions are in effect, the Company shall monitor the work assignments anticipated to be available through the Employment Reserve in an effort to avoid a situation where there are Reserve employees (employees cut back from their regular seniority departments) without work assignments who are more senior than other employees who, by virtue of their incumbency rights, continue to work in their regular seniority departments. When conditions so warrant, the Company shall, as soon as reasonably possible, establish a plant-wide displacement date in order to designate the employees necessary to be displaced (furloughed) from their regular seniority departments so as to open up work opportunities for the more senior Reserve employees.
4. An employee cut back to the Employment Reserve in accordance with the above procedure (Paragraph 3) will be returned to his own seniority department when his displacement date is rescinded and provided work is available.
5. In the application of the provisions of Paragraph 3 of this Section, the Company will discuss with and provide to the Rules Committee the date established for furlough displacement purposes and a list of the employees involved.

Section J - Layoff

1. When the Company reduces forces and gives notice of layoff, it shall establish a layoff date as provided for in Paragraph 4 of this Section. Employees shall be laid off and recalled in accordance with their seniority except such action shall not require at one time the displacement of employees in any seniority department(s) when the

extent of such displacement would result in undue dilution of experienced employees in such seniority department(s). When such an exception is necessary, the Company shall promptly notify the Union Rules Committee as to the individual(s) involved and the reasons applicable thereto. Furthermore, the Company shall not rely on said exemption privilege beyond the time reasonably needed to train a replacement(s) (except in those cases where such training would be unreasonable due to the extent required).

2. During a period of layoff, an employee so affected shall retain his relative seniority status in his regular seniority department, unit, or line; however, such an employee (unless excepted by Paragraph 1 above) will not be eligible for any type of work assignment until the layoff displacement date is rescinded.
3. If jobs are available in a newly established department, unit, or line, or if jobs are available in an already established department, unit, or line, laid off employees having employment rights shall be recalled in the order of their seniority before new employees are hired, with such rights of recall being limited by the provisions of Section L, Paragraph 3.
4. In the application of the provisions of this Section, the Company will discuss with and provide to the Rules Committee the date established for layoff displacement purposes and a list of the employees involved.

Section K - Seniority Service Records and Lists

1. Seniority service records in effect at the time of this Agreement shall be used by the parties hereto as the records of seniority service as of such date. The Company shall maintain service records of its present and new employees pursuant to the practices and purposes of this Article.

2. Seniority lists for the respective departments, units, or lines shall be maintained by the designated Company Representative and shall be available to the appropriate District Union Representative Committee at any reasonable time. Such lists shall be brought up to date on January 1 and July 1 and provided to the Union by February 1 and August 1 of each year. In determining seniority service, calendar days shall not be subdivided.
3. When permanent promotions are made, the appropriate Supervisor shall within 48 hours call it to the attention of the appropriate District Union Representative(s) and shall discuss with him or them the action taken as it pertains to the Supplemental Seniority Agreement in effect in the department involved.

Section L - Continuous Service

1. Calculation of Continuous Service
   a. Continuous service for each employee shall be calculated from the first date of employment or subsequent date of re-employment following a break in continuous service in accordance with the provisions of Paragraph 2 of this Section provided, however, the provisions of Section K, Paragraph 1, of this Article are observed.
   b. Continuous service for seniority purposes shall have no deductions for any time lost which does not constitute a break in continuous service, provided, however, the appropriate area of employment, including specific preservations for transfers, leaves, etc. are observed.
2. Loss of Continuous Service

   An employee's employment rights and continuous service with the Company shall be broken and seniority status lost for the following reasons:
   a. Voluntarily quitting (regardless of the length of separation).

b. Exceeding a leave of absence shall also be considered quitting.

c. Violation and/or misuse of conditions of authorized leave.

d. Discharge for cause, including the causes listed in the Company's General Safety Instructions as in effect the date of this agreement provided that if the employee is rehired within six months the break in continuous service shall be removed. It shall be the responsibility of the Company to make available, and the responsibility of each employee to secure, a copy of said General Safety Instructions.

e. Absence for five working days without properly notifying the appropriate departmental supervisor or the Main Gate Watchman of the Plant or the Employment Department in which case the employee shall be considered to have quit voluntarily. Where an employee is delayed in giving notice by causes beyond the employee's own control, the employee shall notify the Employment Department as soon as possible under the circumstances.

f. Failure to report for work or failure to notify the Company of intention to return to work following layoff or furlough within five calendar days after notification to report has been sent by certified mail to his last address as it appears in the records of the Company and allowing the usual time for mail delivery to such address (it shall be the duty of all employees to notify the Company in writing of any change of address). Failure to return to active employment when so requested shall be considered as quitting.

g. Absence due to layoff, physical disability, or a compensable disability, any of which exceeds the limitations set out in Paragraph 3 of this Section.

h. Retirement.

i. Payment of Severance Allowance pursuant to Article XX.

j. Termination due to permanent shutdown of plant, department, or subdivision thereof, provided that if the employee is rehired within two years or, if greater, a period equal to his length of continuous service prior to the break, up to five years, the break in continuous service shall be removed.

3. a. If an employee shall be absent because of layoff or physical disability, he shall continue to accumulate continuous service for all purposes during such absence up to a maximum of two years, and he shall retain accumulated continuous service for benefit purposes and further accumulate continuous service for seniority purposes for an additional period equal to (1) three years, or (2) the excess, if any, of his length of continuous service at commencement of such absence over two years; whichever is less; provided, however, that in order to avoid a break in continuous service after an absence in excess of two years the employee must report to work promptly, as required by this Section, upon termination of either cause of absence.

b. Absence due to a compensable disability incurred during the course of employment shall not break continuous service, provided such employee is returned to work within 30 days after final payment of statutory compensation for each disability, or after the end of the period used in calculating a lump sum payment.

4. If an employee who has been retired and has been granted a pension for incapacity under the non-contributory pension plan, recovers from such permanent incapacity and is re-employed, the continuous service of such employee shall not be deemed to have been broken by such earlier

retirement, except that such period of absence shall not be accumulated for the purpose of any pension to which he may thereafter become entitled.

5. Any employee who has his continuous service broken pursuant to the provisions of Paragraph 3 of this Section and afterwards returns to the employ of the Company will be considered a new employee for seniority purposes.

Section M - Leave of Absence

1. Employees requesting leave of absence shall first make application to their Departmental Supervision who will refer and discuss the matter with the Employment Department. Following the approval of the Employment Department in written form, such leave may be granted to an employee for not more than 30 calendar days.
2. Such leaves of absence may be extended upon application to the Employment Department, but only at the discretion of the Company. Such leaves of absence will be terminated at the time that such employee would have been laid off had he been working with the Company during the time of his leave.
3. Any employee who is known to be ill or disabled, whose illness or disability is supported by evidence satisfactory to the Plant Physician, will be granted sick leave automatically for the period of such illness or disability not to exceed the limitation set out in Paragraph 3a of Section L of this Article.
4. For compensable injury cases, sick leave will be granted automatically.
5. An employee who returns from a leave of absence shall not lose relative seniority standing to employees who were below him at the time leave was granted.
6. Upon his return, the employee's supervision shall:

a. Assign him in accordance with his applicable seniority, and

b. Review promptly with the employee his relative seniority standing by discussing the pertinent seniority moves made during his absence which would have involved him had he been present. This review should include discussion of any changed circumstances that affect the employee's assignment to work.

7. The interim assignment of any employee in the place of an employee on leave shall be considered a temporary assignment (with respect to the employee on leave) until the employee has returned or the leave has otherwise been terminated, at which time the proper permanent assignment shall be made.
8. Employees returning from a leave of absence shall give proper notice to the Employment Department.

Section N - Disabled Employees

1. Any new or reinstated employees honorably discharged from the Armed Services of the United States who are suffering impairment incurred in such Service and employees suffering impairment due to injury or disease while in the employ of the Company, may during the continuance of such disability be handled as outlined in Paragraphs 2 and 3 of this Section.
2. Any employee who, because of a disability, is unable to work on his regular job, as determined by the Plant Physician, shall be assigned to the next lower job level that he can perform in his line of progression, according to his seniority. The individual will work the job until his physical condition, as determined by the Plant Physician, will permit his return to his regular job.
3. An employee who, because of a disability, is unable to work on his regular job, or any job in his line of

progression, as determined by the Plant Physician, may accept any available work in the plant without alteration of his seniority status on his regular job, until his physical condition, as determined by the Plant Physician, will permit his return to his regular job.

4. The Company and the Union Rules Committee shall meet as the need arises for the purpose of investigating and attempting to obtain agreement as to certain jobs that may be designated as disability jobs within the various seniority departments. Employees who have given long and faithful service while in the employ of the Company, who have become unable to perform arduous work, will be given preference for assignment to such agreed upon jobs.

ARTICLE IX
DISCHARGE AND DISCIPLINARY SUSPENSION

Section A - Objective

1. In the exercise of its rights, the Company agrees that no employee shall be discharged or disciplined without just cause and due consideration.

Section B - Investigatory Procedure

1. It is intended that, when possible, an employee may remain on the job during the time required for Departmental Management to investigate and review the circumstances of the case. In those cases in which an offending employee cannot be permitted to remain on the job while said investigation and review takes place, the period of such denial shall be within reasonable limits.
2. Departmental Management shall, as part of its investigation and prior to taking any disciplinary action, afford the employee the opportunity to

attend an investigatory meeting. The employee shall also be advised of his right to be accompanied by a Union Representative(s).

Section C - Discharge Procedure

1. Should Departmental Management, after complying with the procedure set forth under Section B above, conclude that discharge is warranted, the employee shall be notified in writing of a period of suspension not to exceed five calendar days duration (which will not be physically invoked when Section E below is applicable) and at the same time notified that it is the intention of the Company to discharge him at the end of such suspension. Such notice shall also set forth the reason(s) for Departmental Management's decision. The District Union Representative(s) shall be notified by Departmental Management not later than 48 hours after the action is taken. During this five calendar day period of suspension, the employee or his District Union Representative(s) or an Officer(s) of the Union Rules Committee may request an appeal hearing before a Works Management Representative. All said parties may be present at the hearing.
2. After such hearing, the Works Management Representative will decide whether the suspension shall be revoked, affirmed (resulting in discharge), or converted to a disciplinary suspension. If the discharge suspension is revoked, the employee shall be returned to work without loss of pay for the time which he actually lost.
3. In the event the Works Management Representative's decision results in discharge of the employee, he or the Grievance Chairman or his designee may file a grievance within a period not exceeding five days, excluding Saturdays, Sundays, and Basic Agreement holidays, from the date the discharge is affirmed, in Step III of the Grievance

Procedure. The Step III disposition of this grievance shall be rendered within a period not exceeding five calendar days unless an extension of time is agreed upon by both parties. If the grievance is not settled in Step III, it may be appealed by the Officers of the Union (Rules Committee) to the General Management of the Company as provided in Article VI, Grievance Procedure, of this Agreement.

4. Should the Company in its grievance disposition or, in the case the grievance is appealed to arbitration an arbitrator in his award, decides that the employee should be reinstated, the Company shall reinstate the employee with or without pay as may be agreed upon between the parties or as directed by the arbitrator. Back pay awards allowed hereunder shall be based upon the average straight time hourly earnings of the employee, for the four pay periods immediately preceding the pay period in which the employee was suspended pending discharge, applied in accordance with the provisions of this Agreement and to the hours of lost time agreed upon or directed as hours to be compensated for back pay.

Section D - Disciplinary Suspension Procedure

1. A disciplinary suspension is one in which employment is denied an individual for a period of time for disciplinary purposes.
2. The extent of such disciplinary suspensions shall be determined by Departmental Management in each particular case as circumstances may warrant.
3. Should Departmental Management, after complying with the procedure set forth under Section B above, conclude that a suspension is warranted, the employee shall be notified in writing of the period of suspension (which will not be physically invoked when Section E below is applicable) and at

the same time notified as to the reason(s) for Departmental Management's decision. The District Union Representative(s) shall be notified by Departmental Management not later than 48 hours after the disciplinary action is taken.

4. A grievance following the Departmental Management Representative's decision shall be filed in Step III of the Grievance Procedure as per Article VI, Section C, Paragraph 1.

Section E - Attendance Irregularities

1. Notwithstanding the otherwise applicable provisions of Section C and D above, an employee who is notified of a suspension for attendance irregularities and such suspension is either greater than five days or a suspension with the intent to discharge shall not be removed from active work on the job to which his seniority entitles him, prior to a final determination of the merits of the discharge or suspension in accordance with the applicable provisions of this Agreement, unless:
   a. The five days during which the employee or his Union Representative(s) or an Officer(s) of the Union Rules Committee may request a Works Management Hearing have elapsed and no such hearing has been requested; or
   b. Five days, excluding Saturdays, Sundays, and Basic Agreement holidays, have elapsed since the Works Management Representative's decision was rendered affirming the suspension or discharge or converting the discharge to a disciplinary suspension and no grievance has been filed contesting said decision.
2. When an employee is retained pursuant to Paragraph 1, and the employee's discharge or suspension is finally determined in the grievance procedure or in arbitration to be for just cause, the removal of the employee from the active

employment rolls shall be effective for all purposes the day following the date of the final resolution of the grievance.

3. Any employee not removed from his job pursuant to Paragraph 1 who is subsequently discharged for any offense shall be immediately removed from the active employment roles upon the effective date of said discharge.

Section F - Disciplinary Records

1. It is agreed that personnel records of disciplinary action against an employee shall not be used in arbitration proceedings if the recorded disciplinary action occurred three or more years prior to the date of the event which is the subject of such arbitration.
2. The Company agrees it shall not discipline or discharge an employee with five years of service or more for falsification of their employment application. Any non-probationary employee as set forth in Article VIII, Section E with less than five years of service disciplined or discharged by the Company for falsification of his employment application may contest the discipline or discharge through the Grievance Procedure.

Section G - Garnishment

Any employee whose wages have been garnished will not be disciplined for the reason of such garnishment.

ARTICLE X
APPRENTICESHIP

Section A - Program

In order that an adequate supply of experienced skilled workmen shall be available, it is agreed that an apprenticeship training program may be maintained by the Company.

Section B - Selection

1. Apprentice selections will be made in accordance with Article VIII, Section G.
2. Administrative procedures followed by the Company in regard to its apprentice testing are:
   a. In the determination of ability and physical fitness as used to fill apprenticeship vacancies in accordance with the applicable seniority provisions of the Basic Labor Agreement, the Company shall be limited to the use of such examinations and testing procedures which are:
      1) job related;
      2) fair in their makeup and their administration; and
      3) culturally, ethnically and racially fair.

      Any tests used by the Company as an aid in making determinations of the qualifications of an applicant must be job-related tests. A job-related test, whether oral, written or in the form of actual work demonstration, is one which measures the degree to which an applicant can satisfactorily meet the specific requirements of the given craft including the ability to absorb the appropriate training.
   b. Testing procedure shall in all cases include notification to an employee of his deficiencies and an offer to counsel him as to how he may overcome such deficiencies.
   c. Where a test is used by the Company as an aid in making a determination of the qualifications of an employee and where the use of the test is challenged properly in the grievance procedure:
      1) The Company will furnish a copy of the disputed test to a designated representative of the Union and provide such background and related materials as may be relevant and available.

2) All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the purpose of preparation of the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to that step. All tests and materials will be returned to the Company following resolution of the dispute.

3) Copies of transcripts and exhibits presented in the arbitration of cases involving the challenge to a test will also be held in strictest confidence and will not be copied or otherwise published.

Section C - Periods of Pay

The periods of apprenticeship and scale of compensation of apprentices as agreed upon by the parties shall be published on the standard force reports to which applicable in line with past practices.

Section D - Starting Rate

Individuals entering the apprenticeship shall ordinarily be placed on the starting rate of the applicable scale. The Company may however:

1. Allow credit toward apprenticeship for past experience in connection with the trade being entered, in which event the starting rate shall be determined in accordance with such credit and the individual advanced upon the satisfactory completion of each succeeding scale period of training.
2. Transfer employees to apprenticeship at higher than the applicable starting rate when deemed by the Company to be warranted. An individual shall continue to receive the rate at which transferred

until his accumulated period of apprenticeship shall entitle him to a higher rate under the applicable apprenticeship scale.

Section E - Completion of Apprenticeship

Upon completion of apprenticeship, an individual retained in his trade by the Company shall be advanced to the starting journeyman rate. The graduated apprentice's placement as a journeyman shall be subject to his seniority entitlement to such placement.

Section F - Seniority

1. An employee in apprenticeship shall only hold seniority rights in the department, unit or line in which his apprenticeship is served.
2. While in apprenticeship training, an employee shall not accumulate rights as a journeyman.
3. An employee upon completion of apprenticeship and retention in the department in which such apprenticeship was served shall be credited with rights on the starting journeyman classification.
4. In case of cutback causing a temporary suspension of an employee's apprenticeship, such employee may hold or claim any job to which his seniority would entitle him under the seniority practices in effect in his seniority group.
5. An employee removed from apprenticeship because of failure to meet the apprenticeship standards shall not be entitled to claim any other job in the department, unit or line from which he was removed. In such instances, the affected employee will be returned to his former department if his 35 calendar day right to return period has not expired; or if it has expired, he will be transferred to the Employment Reserve.
6. An apprentice required to work in more than one department as a part of his training shall not lose

seniority in the department to which originally assigned as an apprentice, but shall be considered as having been loaned from his original department for training purposes unless a transfer is effected.

7. Any employee who is the prevailing bidder on an apprenticeship bid and who is held from entering on that bid for a period of more than thirty-five (35) calendar days from the award of said bid shall be given constructive credit on the Company's records for all additional days during which the employee is held from entering on the bid commencing with the first Sunday after the 35th calendar day and continuing until and including the Sunday of the week during which the employee actually commences work on said bid. Such constructive credit accorded to the employee shall be included in the calculation of all time relevant to the employee's cutback rights to Employment Reserve and for all second level bid rights of said employee. Such constructive credit in no way reduces the total apprenticeship training time required for said employee in order to attain journeyman status.

Section G - Joint Committee

The Company and the Union Rules Committee shall meet as the need arises for the purpose of reviewing apprenticeship problems.

ARTICLE XI
RATES OF PAY

Section A - Rate Scales

1. The Standard Hourly Wage Scales and the Basic Scales For Incentive are set forth in the table below:

Effective 10-1-01

Zone	Base Scale For Incentive	Std. Hrly. Wage Scale	T & C Zone	Base Scale For Incentive	T & C Std.Hrly. Wage
1	5.509	14.647			
2	5.679	14.861			
3	5.849	15.074	33	6.087	15.368
4	6.019	15.288	34	6.257	15.582
5	6.189	15.502	35	6.427	15.796
6	6.359	15.716	36	6.597	16.010
7	6.534	15.935	37	6.772	16.229
8	6.708	16.153	38	6.946	16.447
9	6.888	16.377	39	7.126	16.671
10	7.096	16.642	40	7.334	16.936
11	7.319	16.915	41	7.557	17.209
12	7.548	17.193	42	7.786	17.487
13	7.780	17.490	43	8.018	17.784
14	8.026	17.793	44	8.264	18.087
15	8.279	18.100	45	8.517	18.394
16	8.537	18.417	46	8.775	18.711
17	8.799	18.740	47	9.037	19.034
18	9.067	19.075	48	9.305	19.369
19	9.366	19.449			
20	9.717	19.873			
21	10.074	20.320			
22	10.458	20.770			
23	10.848	21.227			
24	11.437	21.883			

Effective 10-1-03

Zone	Base Scale For Incentive	Std. Hrly. Wage Scale	T & C Zone	Base Scale For Incentive	T & C Std.Hrly. Wage
1	5.509	15.147			
2	5.679	15.361			
3	5.849	15.574	33	6.087	15.868
4	6.019	15.788	34	6.257	16.082
5	6.189	16.002	35	6.427	16.296
6	6.359	16.216	36	6.597	16.510
7	6.534	16.435	37	6.772	16.729
8	6.708	16.653	38	6.946	16.947
9	6.888	16.877	39	7.126	17.171
10	7.096	17.142	40	7.334	17.436
11	7.319	17.415	41	7.557	17.709
12	7.548	17.693	42	7.786	17.987
13	7.780	17.990	43	8.018	18.284
14	8.026	18.293	44	8.264	18.587
15	8.279	18.600	45	8.517	18.894
16	8.537	18.917	46	8.775	19.211
17	8.799	19.240	47	9.037	19.534
18	9.067	19.575	48	9.305	19.869
19	9.366	19.949			
20	9.717	20.373			
21	10.074	20.820			
22	10.458	21.270			
23	10.848	21.727			
24	11.437	22.383			

Effective 10-1-04

Zone	Base Scale For Incentive	Std. Hrly. Wage Scale	T & C Zone	Base Scale For Incentive	T & C Std.Hrly. Wage
1	5.509	15.647			
2	5.679	15.861			
3	5.849	16.074	33	6.087	16.368
4	6.019	16.288	34	6.257	16.582
5	6.189	16.502	35	6.427	16.796
6	6.359	16.716	36	6.597	17.010
7	6.534	16.935	37	6.772	17.229
8	6.708	17.153	38	6.946	17.447
9	6.888	17.377	39	7.126	17.671
10	7.096	17.642	40	7.334	17.936
11	7.319	17.915	41	7.557	18.209
12	7.548	18.193	42	7.786	18.487
13	7.780	18.490	43	8.018	18.784
14	8.026	18.793	44	8.264	19.087
15	8.279	19.100	45	8.517	19.394
16	8.537	19.417	46	8.775	19.711
17	8.799	19.740	47	9.037	20.034
18	9.067	20.075	48	9.305	20.369
19	9.366	20.449			
20	9.717	20.873			
21	10.074	21.320			
22	10.458	21.770			
23	10.848	22.227			
24	11.437	22.883			

Effective 10-1-05

Zone	Base Scale For Incentive	Std. Hrly. Wage Scale	T & C Zone	Base Scale For Incentive	T & C Std.Hrly. Wage
1	5.509	16.147			
2	5.679	16.361			
3	5.849	16.574	33	6.087	16.868
4	6.019	16.788	34	6.257	17.082
5	6.189	17.002	35	6.427	17.296
6	6.359	17.216	36	6.597	17.510
7	6.534	17.435	37	6.772	17.729
8	6.708	17.653	38	6.946	17.947
9	6.888	17.877	39	7.126	18.171
10	7.096	18.142	40	7.334	18.436
11	7.319	18.415	41	7.557	18.709
12	7.548	18.693	42	7.786	18.987
13	7.780	18.990	43	8.018	19.284
14	8.026	19.293	44	8.264	19.587
15	8.279	19.600	45	8.517	19.894
16	8.537	19.917	46	8.775	20.211
17	8.799	20.240	47	9.037	20.534
18	9.067	20.575	48	9.305	20.869
19	9.366	20.949			
20	9.717	21.373			
21	10.074	21.820			
22	10.458	22.270			
23	10.848	22.727			
24	11.437	23.383			

2. The established rates of pay for all hours on non-incentive work

   a. on jobs covered by an incentive application shall be those from the applicable Standard Hourly Wage Scales.

b. on jobs not covered by an incentive application shall be those from the applicable Standard Hourly Wage Scales, plus 20 cents per hour.

If the Company elects to provide incentive coverage for a non-incentive job, payment of the foregoing additive for hours worked on such job will be discontinued at that time.

3. The established rates of pay for all hours on incentive work shall be the combination of:
   a. the applicable Standard Hourly Wage Scale rates, plus
   b. the incentive calculated on the Base Scale For Incentives.
4. Employees hired July 1, 1986, through September 30, 2006, shall be initially paid at seventy (70) percent of both the Standard Hourly Wage Scale and the Base Scale For Incentive at the applicable rate of this Agreement.
   a. Such employees shall receive an automatic increase of ten (10) percent of both the applicable Standard Hourly Wage Scale and the Base Scale for Incentive at the expiration of each successive year of Company Continuous Service until the expiration of the third year of Company Continuous Service when 100% of the applicable rate of both the Standard Hourly Wage Scale and the Base Scale For Incentive is achieved.
   b. Company Continuous Service for new hires will be governed by the Basic Agreement.
   c. Beginning with the annual review of insurance classification conducted on August 1, 1994, employees affected by this provision will have their insurance class determined, for the purpose of Sickness and Accident benefit, Life Insurance benefit, and Accidental Death and Dismemberment benefit, as if 100 percent of

the applicable Standard Hourly Wage Scale was earned.

5. Compensation of Apprentices as listed in Article IV, Paragraph B of the Plan for the Classification Of Journeymen, Repairmen and Apprenticeship Graduates on the Basis of Qualifications shall be as shown below:

Assigned Mtc., Shops Mtc., Power Mtc., Instrument Repair:

Zone	Hrs. Completed
3	0-1040
4	1041-2080
5	2081-3120
6	3121-5200
7	5201-7280
8	7281-8320

Masonry:

Zone	Hrs. Completed
3	0-1040
4	1041-2080
5	2081-3120
7	3121-4160
9	4161-4853
11	4854-5546
13	5547-6240

Roll Grinding:

Zone	Hrs. Completed
3	0- 693
4	694-1387
5	1388-2080
6	2081-2773
7	2774-3467
8	3468-4160
10	4161-5200
12	5201-6240

a. Effective for employees starting their apprenticeship program after August 1, 1968, the following shall apply:

(1) An employee, upon graduation from the Apprenticeship Program, shall be assigned to the "C" rate and may take qualification tests to determine whether or not he is qualified for immediate assignments to the "B" or "A" rate. Subsequent qualification tests in the event he shall need such, shall not be given at intervals less than 1040 hours of actual work experience.

6. Trade or Craft and Apprentice Additives
   a. An additive of 23.8 cents per hour shall be added to the Base Scale For Incentive for the purpose of calculating incentive earnings of each employee when working on a Trade or Craft job or as an Apprentice.
   b. An additive of 29.4 cents per hour shall be added to all other earnings of such employees.

   In addition to the Trade or Craft jobs, the foregoing additives shall apply to employees when working on position-related maintenance jobs with requirements similar to Trade or Craft jobs and paid Zone 9 or above, excluding the Repairman Assistant job, and equipment operating and attending jobs other than shop equipment.

Section B - Inflation Recognition Payment

1. For the purposes of this Section B:
   a. "Consumer Price Index" for Urban Wage Earners and Clerical Workers–United States–All items (C.P.I.-W) (1982-84 equals 100) published by the Bureau of Labor Statistics, United States Department of Labor.
   b. The "Consumer Price Index Base" shall be determined as follows:
      (1) For the November 1, 2001, February 1, 2002, and May 1, 2002, adjustment dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of March 2001, published by the Bureau of Labor Statistics, multiplied by 103%.
      (2) For the August 1, 2002, November 1, 2002, February 1, 2003, and May 1, 2003, adjustment dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of March 2002, multiplied by 103%.

(3) For the August 1, 2003, November 1, 2003, February 1, 2004, and May 1, 2004, adjustment dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of March 2003, multiplied by 103%.

(4) For the August 1, 2004, November 1, 2004, February 1, 2005, and May 1, 2005, adjustment dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of March 2004, multiplied by 103%.

(5) For the August 1, 2005, November 1, 2005, February 1, 2006, and May 1, 2006, adjustment dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of March 2005, published by the Bureau of Labor Statistics, multiplied by 103%.

(6) For the August 1, 2006, adjustment date, the Consumer Price Index Base refers to the Consumer Price Index for the month of March 2006, multiplied by 103%.

c. "Adjustment dates" are November 1, 2001, February 1, 2002, May 1, 2002, August 1, 2002, November 1, 2002, February 1, 2003, May 1, 2003, August 1, 2003, November 1, 2003, February 1, 2004, May 1, 2004, August 1, 2004, November 1, 2004, February 1, 2005, May 1, 2005, August 1, 2005, November 1, 2005, February 1, 2006, May 1, 2006, August 1, 2006.

d. "Inflation Recognition Payment" is calculated as below and will be payable for the three-month period commencing with the adjustment date.

2. Effective on each adjustment date, a payment shall be earned equal to one percent (1%) of the Standard Hourly Wage Rates (SHWR) for each full one percent (1%) increase in the C.P.I. over the

base. The adjustment will be based on the Consumer Price Index for the second calendar month next preceding the month in which the applicable adjustment date occurs.

a. The earned payment shall be determined by multiplying the percent determined in 2 above by the Standard Hourly Wage Rate for each position worked by an employee for all hours actually worked, overtime allowance hours, and for any reporting allowance hours credited before the next adjustment date. The Inflation Recognition Payment earned, if any, between adjustment dates will be paid promptly in a separate check. If the Company reports a net loss for the calendar quarter ending immediately prior to the date of payment, the Company shall have the option of crediting the Inflation Recognition Payment earned to each eligible employees' Inflation Recognition Payment Credit Account in accordance with the guidelines established for this account.

b. In calculating the payment for November 1, 2001, February 1, 2002, and May 1, 2002, there shall be added to the percent calculated in 2 above, the percent used to calculate the Inflation Recognition Payment, if any, which was payable on May 1, 2001.

c. In calculating the payment for August 1, 2002, November 1, 2002, February 1, 2003, and May 1, 2003, there shall be added to the percent calculated in 2 above, the percent used to calculate the Inflation Recognition Payment, if any, which was payable on May 1, 2002.

d. In calculating the payment for August 1, 2003, November 1, 2003, February 1, 2004, and May 1, 2004, there shall be added to the percent calculated in 2 above, the percent used to calculate the Inflation Recognition Payment, if any, which was payable on May 1, 2003.

e. In calculating the payment for August 1, 2004, November 1, 2004, February 1, 2005, and May 1, 2005, there shall be added to the percent calculated in 2 above, the percent used to calculate the Inflation Recognition Payment, if any, which was payable on May 1, 2004.

f. In calculating the payment for August 1, 2005, November 1, 2005, February 1, 2006, and May 1, 2006, there shall be added to the percent calculated in 2 above, the percent used to calculate the Inflation Recognition Payment, if any, which was payable on May 1, 2005.

g. In calculating the payment for August 1, 2006, there shall be added to the percent calculated in 2 above, the percent used to calculate the Inflation Recognition Payment, if any, which was payable on May 1, 2006.

3. The Inflation Recognition Payment shall be an "add-on" and shall not be part of the employee's Standard Hourly Wage Rate. Such adjustment shall be payable only for hours actually worked, overtime allowance hours, and for reporting allowance hours but shall not be part of the employee's pay for any other purpose and shall not be used in the calculation of any other pay allowance or benefit.

4. Should the Consumer Price Index in its present form and on the same basis (including composition of the "Market Basket" and "Consumer Sample") as the last Index published prior to June 1, 2001, become unavailable, the parties shall attempt to adjust this Section B or, if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date and thereafter. The purpose of such conversion shall be to produce as nearly as possible the same result as would have been achieved using the Index in its present form.

Section C - Rate Establishment and Adjustment

1. In the change of a job or in the creation of a new occupation which requires the establishment of a base hourly wage rate, the Company shall determine the appropriate rate zone for such job by the use of The Evaluation Plan for Hourly Paid Production, Maintenance and Service Jobs for AK Steel–Butler Works dated January 1, 2000. In any event, the evaluation of the job shall be properly related to the evaluations of other jobs in the department or of similar jobs in other departments of the Company's plants. If the new base hourly wage rate is considered to be inequitable, it may be the subject of a grievance and be adjusted under the grievance procedure. Any adjustment of the base hourly wage rate that is made as a result of a grievance shall be retroactive to the respective dates of assignment of employees to the new occupation.
2. a. The base hourly wage rate being paid on any job may be increased or decreased by the Company from time to time because of any substantial change in the content of the job which may occur as the result of changes in equipment, changes in processes or methods of manufacture, and changes in products manufactured. Such changes in base hourly wage rates, if alleged to be inequitable by a regularly assigned incumbent of the job may be adjusted under the Grievance Procedure set forth in this Agreement.

   b. It is recognized and agreed by the parties hereto that a base hourly wage rate inequity settlement was affected under date of April 22, 1946, as directed and approved by the War Labor Board. It is also recognized and agreed that those rates commonly known as "red circle" rates were not adjusted downward at that time; the parties agreed that no base hourly

wage rate inequities existed, except for the above mentioned "red circle" rates. Further it is agreed that no grievance alleging a base hourly wage rate inequity on rates in effect at the time of the inequity settlement is to be processed unless resulting from substantial change in job content.

3. Job descriptions will be maintained by the Company and will be made available at reasonable times for the information of the appropriate Union Representatives.
4. To the fullest extent practicable, all new and revised base hourly wage rates shall be reviewed with the individual or crew affected and the appropriate District Union Representatives before being placed in effect. The failure of an employee so affected or his District Union Representatives to attend a meeting held for this purpose shall not constitute cause for delay in applying the base hourly wage rate involved. A grievance alleging that a substantial change in job content, necessitating a base hourly wage adjustment has occurred shall be filed within 30 days of the date that the change occurred.

Section D - Wage Incentive

1. The existing Incentive Plans shall be retained and the Company will make a continuing effort to instruct the employees with respect to such plan as it applies to their particular job.
   a. Departmental Supervision shall review all new and revised standards, at least seven days before they are put into effect, unless a shorter time is agreed upon, with the appropriate District Union Representatives and with the individuals or crew affected. The failure of an employee so affected or his District Union Representatives to attend a meeting held for this purpose shall not constitute cause for delay in applying the standard or standards involved.

b. Copies of the incentive standards currently in effect for any operation shall be made available at all times for the information of the District Union Representatives for such operation.

c. The Company shall at the request of the Union Representatives review with them the data and computations upon which any incentive standard is based.

2. a. The existing incentives will be continued in effect unless replaced in accordance with Section D, Paragraph 2j of this Article or changed by agreement or until changed because of changed conditions such as changes in equipment, methods, processes, procedures, quality or materials.

b. The Company, at its discretion, may establish incentive standards for new jobs and jobs not presently covered by incentive applications. The Company shall revise incentive standards to reflect any change in conditions. If such new or revised standards are alleged by a regularly assigned incumbent to be unrepresentative of the conditions under which they were established, or to improperly reflect the change in conditions on which the revision was based, they may be made the subject of a grievance.

c. When the Company revises or replaces an incentive application, the rate of straight time average hourly incentive earnings for any job shall not be less than the rate of such earnings during the last 13 weeks preceding the revision or replacement provided the average performance of the 13-week period, as related to the changed conditions, is maintained.

(1) With respect to the administration of Article XI-D-2-c of the Basic Agreement, the parties agree that if earnings on a job show wide disparity between crews during the 13 weeks prior to the changed

condition, the BAIU Rate and Incentive Chairman and the Plant Industrial Engineer will meet to consider how to determine an appropriate interim rate(s) to apply. (A crew may be one employee at times.)

d. Any adjustment of new or revised standards as a result of the processing of a grievance shall be retroactive to the assignment to such standards of any employee who then holds seniority rights under this Agreement.

e. It is recognized that delays in revising standards to reflect current conditions are undesirable. It is the intention that such revisions shall be made as soon as practicable after the occurrence of the changed conditions.

f. It is further agreed that new applications covering units not now covered, will be discussed first with the Union before the Company proceeds with such an application.

g. It is recognized by the parties that situations will arise where it becomes necessary (because of changed conditions) to discontinue the application of incentive standards for a temporary period pending the development of revised standards. In such situations the Company will apply an interim period incentive for the group or unit affected by such discontinuance effective with the discontinuance of the prior incentives. Such interim period incentive payment shall be uniformly applied to each individual in the respective checking groups and shall be based on the average of the percentage of all straight time incentive earnings to all straight time base earnings on which the incentive earnings were applied in the 13 payroll weeks excluding weeks not worked immediately preceding the changed conditions.

During such period, individual performance shall be maintained at a rate reasonably equivalent to that of past performance as related to the changed conditions. The interim period incentives shall be terminated and the new incentives shall be applied as soon as practicable and within a period of not more than six months.

h. When operations on a production basis are started on a new facility for which it has been decided to establish incentives, but such incentives are not ready for application, a uniform percentage interim incentive shall be determined and paid as follows:

(1) The straight time percentage incentive of the employees initially assigned to the new operation who were on incentive assignments prior to such assignment, shall be averaged by a calculation on the basis of their work time incentive earned during the 13 payroll weeks prior to their respective dates of assignment.

(2) 60 percent of such average percentage of incentive shall be the incentive rate applicable for the interim period following the start of operations on a production basis.

(3) The interim incentive rate determination initially made in accordance with the foregoing shall apply without change during the interim period to all employees in the appropriate incentive groupings.

(4) The interim period incentive shall be terminated upon the effective date of the installation of the new incentive.

i. After such interim period incentives, referred to in paragraphs g and h above are terminated and new incentives are made effective, the

Company shall promptly, but no later than 60 days, pay retroactively to all employees affected, any difference over the interim payment due the employees which is earned by application of the new incentives to the production of the interim period calculated and paid for each checking period separately.

(1) With respect to the administration of Article XI-D-2-i of the Basic Agreement, the parties agree that new incentive standards will be applied to each checking period (turn, week, or month) as specified in the incentive standards for the entire interim period. Any net difference above the interim rate, as determined by adding/subtracting all interim checking periods, will be paid to each affected employee.

j. The following pertains to the development of incentive plans for newly covered operations and to the development of incentive plans to replace existing incentive plans. Incentive plans to replace plans in existence on August 1, 1971, will be installed when developed by the Company to improve such existing plans, in addition to those occasions required by contract obligations. Plans developed by the Company for the purpose of improving the existing plans must satisfy the existing contractual obligations between the parties and shall meet the following criteria for earnings opportunity for the jobs covered by such plans.

(1) Direct Category:
Direct category incentive jobs include those jobs which can directly and to a substantial degree positively affect the rate of output or the attainment of optimum equipment utilization. Such direct category incentive jobs shall have the oppor-

tunity to earn an incentive of 35% of the appropriate base scale for incentive at 100% performance.

(2) Indirect Category:
Indirect category incentive jobs include those jobs which positively affect the rate of output or the attainment of optimum equipment utilization to a significant degree, but not as directly and substantially as direct category jobs. Such indirect category incentive jobs shall have the opportunity to earn an incentive of 25% of the appropriate base scale for incentive at 100% performance.

(3) Third Category:
Third category incentive jobs include those jobs which normally have the opportunity to make a positive, appreciable, and definable contribution to production or efficiency above a normal rate. Such third category incentive jobs shall have the opportunity to earn an incentive of 12% of the appropriate base scale for incentive at 100% performance.

(4) Non-Incentive Category:
A job does not qualify for incentive unless it meets one of the above defined criteria; or if the cost to the Company for installing and properly administering an incentive plan is excessive in relation to the cost benefit that should be achieved by an incentive plan; or if the job output or effect on output cannot be measured with reasonable accuracy.

(5) Grievance Procedure:

Disputes as to the proper incentive category for jobs on operations newly covered after August 1, 1971, are subject to the grievance and arbitration procedure.

Disputes as to whether or not jobs on new operations starting up after August 1, 1971, are properly subject to incentive and to what category are subject to the grievance and arbitration procedure.

(6) 100% Performance:
This is the attainable performance by employees and equipment assuming full response by qualified employees, normal conditions of product and operations, and optimum equipment efficiency.

Section E - Committee

A Rate and Incentive Committee, composed of the elected Rate and Incentive Committee Chairman and not more than two representatives designated by the Union and not more than three representatives designated by the Company, shall be established except as otherwise agreed upon by the parties (for the term of this Agreement, the Committee shall be limited to the Rate and Incentive Chairman and one Company representative) for the purpose of:

a. Reviewing, as necessary, the application of the Evaluation Plan to new and changed jobs with the objective of resolving any questions or disputes concerning the job evaluations.
b. Reviewing as necessary and revising as may be agreed upon any portions of the Evaluation Plan (including the Manual) which may from time to time require attention because of changed circumstances, or the establishment of new types of jobs or new skills not contemplated by the provisions of the Evaluation Plan.
c. Reviewing, as necessary, the application of the Incentive Plans with the objective of resolving any questions or disputes regarding incentives.

Section F - Trial Period and Grievance Limitation

1. The application of a new or revised standard or a new or revised base hourly wage rate shall not be the subject of a grievance unless such standard or base rate has been in effect for a trial period of 60 calendar days. A grievance with regard to the application of a new or revised standard or a new or revised base rate shall be presented in writing within 30 calendar days following the expiration of the 60 calendar day trial period, and any adjustment of the incentive standards or base hourly wage rate as determined under the Grievance Procedure shall be retroactive to the beginning of the 60 calendar day trial period, and shall be retroactive to the assignment to such standards or base rate of any employee who then holds seniority rights under this Agreement.
2. The provisions of this Article shall not preclude the settlement, by mutual agreement of the parties, of a question arising from the application of new or revised standards or new or revised base hourly wage rates prior to the expiration of the 60 calendar day trial period.
3. In the event that submission to arbitration of a question arising under Section C or D of this Article becomes necessary, the arbitrator selected shall be an individual, not employed by or associated with either party, who is experienced in the establishment and administration of wage incentive plans or job evaluation plans as the case may necessitate.

Section G - Wage Rates Applicable to Changed Job Assignments During a Turn

1. When an operation is interrupted during a turn and it is anticipated that it will be resumed during the same turn, the employees affected will be paid during the interruption the rate of their regularly assigned jobs for the turn, but will assist in other

work in any way possible. Should, during such an interruption, an employee be temporarily assigned to a job paying a higher rate than that of his regularly assigned job for the turn, the employee shall receive such higher rate. If such operation is not to be resumed during the same turn, the provisions of Article XIII, Section D, Allowed Time, shall apply.

2. When scheduled work on an employee's scheduled job is available and he is assigned, at the convenience of the company, to a lower rated job for a part of a turn he will receive the rate of his regularly assigned job for the turn.

Section H - Shift Differentials

1. For hours worked on the Afternoon Shift there shall be paid a shift differential of 35 cents per hour. For hours worked on the Night Shift there shall be paid a shift differential of 50 cents per hour.
2. For the purpose of applying the aforesaid shift differentials, shifts shall be defined as follows: The Afternoon Shift shall be any regularly scheduled working period beginning between the hours of 2:00 p.m. and 4:00 p.m. inclusive. The Night Shift shall be any regularly scheduled working period beginning between the hours of 10:00 p.m. and 12:00 midnight inclusive. The Day Shift shall be any regularly scheduled working period beginning between the hours of 6:00 a.m. and 8:00 a.m. inclusive. Traditional relief times will not be affected for all turns.
3. Any hours worked by an employee on a scheduled shift which commences at a time not specified in Paragraph 2 of this Section shall be paid as follows:
   a. For hours worked which would fall into the prevailing normal day turn of the department no shift differential shall be paid.
   b. For hours worked which would fall in the prevailing normal afternoon turn of the

department the afternoon shift differential shall be paid.

c. For hours worked which would fall in the prevailing normal night turn of the department the night shift differential shall be paid.

4. For hours worked by an employee during an emergency call-out, shift differentials shall be applied as though the employee had worked the entire regularly scheduled shift in the department on which he started such emergency work.

5. Shift differentials shall be included in the calculation of allowed and reported time and overtime compensation. Shift differentials shall not be added to the base scale for incentive for the purpose of calculating incentive earnings.

ARTICLE XII
HOURS OF WORK

Section A - Scope

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week. This Article shall not be considered as any basis of the calculation of overtime.

Section B - Normal Work Day

The normal work day shall be eight hours of actual work on the job in accordance with authorized practices heretofore prevailing in the plant.

Section C - Normal Workweek

The normal workweek shall be five normal working days in a payroll week.

Section D - Scheduling

1. The establishment of employee work schedules and the determination of the starting time of daily

and weekly work schedules shall be made by the Company and such schedules may be changed by the Company from time to time to suit varying operating conditions. Major changes in long established or historical scheduling practices, not involving day to day or period to period variations for fluctuating work volume, shall not be made without agreement with the Union.

2. Emergency call-outs shall be handled as set forth in Article XIII, Section E-2.
3. Hours worked by an employee on his scheduled days off will not be offset against his remaining work schedule and such employee will be permitted to complete his schedule providing work is available.
4. Unless otherwise provided by agreement, employees shall be able to obtain from posted schedules or other reasonable sources of information, their working schedules for the following week not later than Thursday of the current week.
5. Schedules may be changed by the Company at any time; provided however, that any changes made after schedules are posted on Thursday or after an employee has commenced work on such schedule, shall be explained at the earliest practicable time to the appropriate District Union Representative of the employee affected; and provided further, that with respect to such weekly schedules, no changes shall be made after Thursday except for breakdown or other matters beyond the control of the Company.
6. Should changes in schedules be made after Thursday contrary to the provisions of Paragraph 5 of this Section so that an employee:
   a. is laid off and does not work on a day that he was scheduled to work, and is not scheduled to work a replacement day as described in b below, he shall be deemed to have reported for work on such day and shall be eligible, subject to the provisions of Article XIII, Section D, Para-

graphs 3c and 3d for Reporting Pay allowance of four hours at the Standard Hourly Wage Scale rate (plus the applicable shift differential, Sunday Premium, and Trade or Craft additive, if any) of the occupation for which he was so scheduled.

b. is laid off on any of his scheduled days and in place thereof is required to work on what would otherwise have been a scheduled day off, the employee shall be paid loss of earnings for the scheduled day of work eliminated by the schedule change replacing days of work. In addition, the loss of pay shall also include any overtime hours worked to which he would have been entitled on the scheduled day of work eliminated.

7. Hours paid for under Paragraph 6 of this Section which are not worked shall not be counted for the purpose of determining overtime.

Section E - Absenteeism

1. In recognition of the difficulties imposed upon the Company through failure of employees to comply with working schedules, an employee reporting late for, or absenting himself from, work without prior notice and without just cause may be subject to such disciplinary action as the Company may determine.
2. The Company shall not be required to make changes in work assignments of other employees in order to accommodate an employee:
   a. who reports late,
   b. who returns to work following an absence without giving reasonable notice through proper channels of his intention to resume the work to which his seniority entitles him.
3. An employee absent from work due to sickness or injury for three or more consecutive days must report to the Plant Hospital prior to returning to

work. Management retains the right to require an employee to report to the Plant Hospital prior to returning to work because of certain medical conditions, but normally an employee absent from work due to sickness or injury for fewer than three consecutive days will not have to report to the Plant Hospital prior to returning to work.

ARTICLE XIII
OVERTIME AND ALLOWED TIME

Section A - Purpose

This Article provides for the calculation and payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or week, or a guarantee of days of work per week.

Section B - Overtime Rates and Conditions

1. Subject to the further provisions of this Article, overtime shall be paid as follows:
   a. Time and one-half shall be paid for hours worked in excess of 8 hours within a period of 24 hours commencing with the time an employee begins to work.
   b. Time and one-half shall be paid for hours worked in excess of 40 hours in any one regularly scheduled workweek.
   c. Time and one-half shall be paid for hours worked on the 6th day worked in a regularly scheduled workweek in which work has been performed on the five preceding days.
   d. Double time shall be paid for hours worked on the 7th day worked in a regularly scheduled workweek in which work has been performed on the six preceding days.
2. Hours for which overtime is paid shall not be counted further for any purpose in determining overtime liability except hours for which overtime is

paid shall be counted in accordance with Paragraph 6 of this Section in the computation of the number of days worked.

3. Hours paid for but not worked shall not be counted in determining overtime liability except that:
   a. Holiday hours shall be counted in accordance with Paragraph 3, Section C, Article XIV, and
   b. Hours paid for in accordance with the provisions of Article V and Article VI, Section B, Paragraph 2g.
4. When the same hours worked are subject to more than one overtime condition, overtime payments shall not be duplicated but the higher of the applicable rate shall be used.
5. For the purpose of calculating overtime compensation under the above conditions, a day shall be the calendar day beginning at midnight, and the regularly scheduled work-week shall be the calendar week beginning at midnight, Saturday. The term "Midnight" shall refer to midnight, or the regular turn changing hour nearest midnight in a particular department, unit or line.
6. In computing the number of days worked by an employee for the purpose of determining overtime, as provided in Paragraph 1, Subparagraphs c and d of this Section, the following conditions shall apply:
   a. Except as provided in Subparagraph c of this paragraph, a day shall be counted as a day worked if any period of actual work has been performed during such day (except when an employee is absent for a part of a scheduled workday without justifiable cause).
   b. A holiday paid for but not worked shall be counted as a day worked as provided in Article XIV, Section C, Paragraph 3.
   c. If a work period of 8 hours or less falls into two days, as defined in Paragraph 5 of this Section, such work period shall be counted only as one

day worked, on the day in which the greater portion of hours occur, or in the event the hours are evenly divided, on the day on which the turn started.

d. If a work period of more than 8 hours falls in two days, both days shall be counted as days worked, provided four hours or more are worked in each day.

7. The premium for overtime hours as provided in this Article, shall be computed at the rate of the average hourly straight time earnings for the payroll week in which it occurs, arrived at by dividing the total amounts earned in such week, exclusive of overtime and Sunday Premium, and exclusive of pay for a Holiday not worked, allowed time, bereavement and jury duty pay for hours not worked, but including extra pay for work performed on a holiday by the total actual hours worked during such week.

Section C - Sunday Premium

1. For all hours worked on Sunday which are not paid for on an overtime basis as provided in Section B, Paragraph 1 of this Article, a premium of 50% based on the average straight time hourly earnings as defined in Section B, Paragraph 7 of this Article shall be paid for such hours worked on Sunday.
2. For the purpose of this provision, Sunday shall be deemed to be the 24 hours beginning at 12:01 a.m., Sunday, or the regular turn changing time nearest thereto.

Section D - Conditions Pertaining to Allowed Time

1. Reporting Pay Allowance

   Subject to the provisions of Paragraph 3 of this Section, any employee who has been scheduled or notified to report for work shall, upon reporting to his foreman or his authorized Company representative, and is not put to work, be allowed a minimum of four hours of pay at the Standard

Hourly Wage Scale rate (plus the applicable Shift Differential, Sunday Premium and Trade or Craft Additive, if any) of the occupation for which he was so scheduled or notified to report, except if he has been notified not to report. Reporting for the second turn of a scheduled double-over shall be considered as reporting for the purpose of this Paragraph (1.), unless notification is given as soon as possible before the completion of the first turn that work will not be available on such second turn.

2. Minimum Pay Allowance

   Subject to the provisions of Paragraph 4 of this Section, any employee who has been scheduled or notified to report for work and who, upon reporting to his foreman or his authorized Company representative is put to work shall be allowed a minimum of eight hours of pay at the Standard Hourly Wage Scale rate (plus the applicable Shift Differential, Sunday Premium, and Trade or Craft Additive, if any) of the occupation for which he was so scheduled or notified to report.

3. Provisions relating to Reporting Pay Allowance:

   a. Every reasonable effort shall be made to notify employees of changes in schedules or notifications not to report as far in advance of the start of the scheduled turn as is possible. The Reporting Pay Allowance of four hours shall not apply in any case in which an employee has received notice not to report prior to leaving his place of residence for work.

   b. It shall be the duty of each employee to advise his supervision of a reasonable means of regular contact or communication for notification. Employees shall be deemed to have received notice not to report should the Company communicate or attempt to communicate said notice according to such means.

c. Reporting Pay Allowance shall not apply in the event that strikes, work stoppages in connection with labor disputes or failure of utilities or acts of God interfere with work being provided; or, an employee is not put to work – whether at his own request or due to his own fault.

4. Provisions Relating to Minimum Pay Allowance:

a. The employee affected may be placed on work which is reasonably suited, other than that for which he was scheduled or notified to report. An employee refusing such assignment shall not be paid the minimum but shall be paid only for the actual hours and at the actual rate of pay of the occupation at which he worked.

b. In all cases where less than eight hours work has been performed, the appropriate pay (including applicable incentive and/or overtime) for the hours of work actually performed, shall be paid and the employee shall be additionally paid for the unworked portion of the eight-hour minimum at the rate provided in Paragraph 2 of this Section.

c. Minimum Pay Allowance shall not apply in the event that strikes, work stoppages in connection with labor disputes, failure of utilities, or acts of God interfere with the continuation of work being provided; or, an employee is released from work, either at his own request or due to his own fault. However, a Minimum Pay Allowance of four hours will be paid in the event that breakdown of equipment occurs.

5. Hours for which Reporting Pay Allowance or Minimum Pay Allowance is paid under Paragraphs 1 or 2 of this Section, but which are not worked, shall not be counted for the purpose of determining overtime.

Section E - Emergency Call-outs

1. Minimum pay of four hours as provided in Section D of this Article, shall also apply in cases of call-outs for emergency work. Emergency work for the application of minimum pay shall be considered as any call-out which necessitates an employee making an extra trip to the plant with less than four hours notice.
2. The regularly scheduled workweek of an employee called out for emergency work shall not be reduced to offset the hours of emergency duty.

Section F - Jury and Witness Allowance

1. An employee who is called for jury duty or is subpoenaed as a witness shall be placed on the schedule and excused from work on the days which he serves or reports as required.
2. For each such day on which he otherwise would have worked, he shall receive the difference between eight hours times his average straight time hourly earnings (as defined and computed below) and the payment he receives for jury duty or witness.
3. The allowance for jury and witness duty shall be calculated on the basis of the employee's average straight time hourly earnings for the hours worked during the week in which such duty occurs, or in the event he has not worked in such week, the calculation shall be based on the last preceding week in which he worked.
4. The employee will present to the Company proof of jury or attendance as a subpoenaed witness and the amount of any monies he received therefor.
5. Hours for which pay is received for the above shall not be counted for the purpose of determining overtime.

Section G - Allowance for Absence Due To Death In the Immediate Family

For each day that an employee is absent from work due solely to the death and funeral or memorial service of his father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchildren, daughter-in-law or son-in-law, and also including stepfather, stepmother, stepbrother or stepsister, when they have lived with the employee in an immediate family relationship, he will be paid eight times his average straight time hourly earnings for the days of work so lost by him from his regular schedule by reason of such absence, up to a maximum of three days. For each day that an employee is absent from work due solely to the death and funeral or memorial service of his father, mother, spouse, son, daughter, or stepchildren, when they have lived with the employee in an immediate family relationship, he will be paid eight times his average straight time hourly earnings for the days of work so lost by him from his regular schedule by reason of such absence, up to a maximum of five days. The three or five days referred to above shall be the employee's selection from the following days of work lost: the date of death, the day after the date of death, the two days immediately preceding the funeral or memorial service, the day of the funeral or memorial service, or the day immediately following the funeral or memorial service. The allowance shall be calculated on the basis of the employee's average straight time hourly earnings for hours worked during the last preceding complete week in which he worked. The hours for which this allowance is paid shall not be counted for the purpose of determining overtime.

ARTICLE XIV
HOLIDAY COMPENSATION

Section A - Purpose and Scope

1. This Article provides the terms and conditions of compensation payment for holidays, and in no way shall affect the determination as to whether a particular holiday shall be worked or unworked, in part or in whole. Such determination is reserved to the Company so that varying production and maintenance requirements may be fulfilled.
2. The existence of a premium for working or pay for not working on a holiday shall not be the basis of a claim for assignment or non-assignment of any employee.

Section B - Definitions

1. The following days shall be considered holidays:
   January 1st
   Presidents' Day
   Good Friday
   Memorial Day
   July 4th
   Labor Day
   Veterans' Day
   Thanksgiving Day
   Day After Thanksgiving
   Day Before Christmas (December 24th)
   Christmas Day (December 25th)
2. For the purposes of this Article, the holiday specified shall be the 24-hour calendar holiday beginning at midnight or the regular turn changing hour nearest midnight in a particular department, unit or line.

Section C - Pay for a Holiday Not Worked

1. Subject to the following conditions a regularly scheduled full-time employee not working on a

holiday shall be paid eight hours pay, calculated on the basis of his average straight time hourly earnings, exclusive of Sunday Premium, for the hours worked during the week in which the holiday occurs, or, in the event he has not worked in the holiday week, the calculation shall be based on the last preceding week in which he worked.

a. He shall have been employed and shall have worked prior to the holiday.

b. He shall not have been laid off for the holiday week and the two weeks immediately preceding the holiday week.

c. If he shall have been absent because of sickness or disability, he shall have worked within the four-week period prior to the holiday week or within the four-week period following the holiday week.

d. If he shall have been on leave of absence, he shall have reported and made himself available for scheduled work prior to the holiday.

e. He shall not, prior to the holiday, have quit or have been discharged, including suspension subject to discharge later sustained.

f. He shall not have been on disciplinary suspension on the holiday, unless such suspension is later revoked.

g. He shall not have failed to work as scheduled on the holiday except as permission may be granted for absence on such holiday.

h. He shall have worked his last scheduled turn preceding the holiday and his first scheduled turn following the holiday, except as permission may be granted for absence on such turns.

2. An employee not working during a holiday week because he is off for vacation shall receive pay for the holiday not worked in such week.

3. A holiday paid for but not worked shall be counted for the purpose of determining overtime only for

days of the holiday workweek worked after the holiday as provided in Article XIII, Section B of the Agreement.

Section D - Pay When Work Is Performed on a Holiday

1. The rate of pay for work performed on a holiday (Holiday Work Rate) shall be 2.50 times the applicable straight time rate of the job worked.
2. An employee who is scheduled or called out to work on a holiday and who works less than eight hours (and who shall not be eligible for pay for the holiday not worked) shall be paid the specified Holiday Work Rate for all such hours and Allowed Time Hours as provided in Article XIII, Overtime and Allowed Time.
3. An employee who is scheduled or called out to work on a holiday and who works less than eight hours (and who otherwise would have been eligible for pay for the holiday not worked) shall be paid the specified Holiday Work Rate for the actual hours worked and additionally paid for the unworked portion of eight hours at the rate per hour provided in Section C, Paragraph 1 of this Article. Allowed Time shall, if applicable, be additionally applied as provided in Article XIII.
4. Extra pay for work performed on a holiday shall not be offset or credited against Sunday Premium or overtime premium.

ARTICLE XV
VACATIONS

Section A - Scope

1. Subject to the conditions hereinafter provided, employees shall be entitled to vacations with pay in each calendar year (Vacation Year) during the term of this Agreement contingent upon their individual length of service as follows:

ELIGIBILITY	VACATION ALLOWANCE	
Service	Length of Vacation	Weeks of Vacation Pay
1 yr. but less than 3 yrs.	1 week	1
3 yrs. but less than 8 yrs.	2 weeks	2
8 yrs. but less than 15 yrs.	3 weeks	3
15 yrs. but less than 20 yrs.	4 weeks	4 1/4
20 yrs. but less than 25 yrs.	4 weeks	4 1/2
25 yrs. but less than 30 yrs.	5 weeks	5 3/4
30 yrs. or more	6 weeks	6

Section B - Length of Service

1. Length of service shall be determined by the dates of continuous service established in the individual employment records maintained by the Records Section of the Human Resources Department.

Section C - Eligibility

1. Except for employees having less than 1 year of service as of December 31 of the year preceding the vacation year, which is provided for under paragraph 2 below, the Vacation Allowance for each eligible employee shall be based on the number of years of service to be attained in the Vacation Year.
2. For the purpose of determining the Vacation Allowance for which an employee having less than 1 year of continuous service as of December 31 of the year preceding the vacation year may be eligible hereunder, the service of those employees having continuous service dates falling within the first half of any calendar year shall be computed from January 1 of the year preceding the vacation year, and the service of those employees whose continuous service dates fall within the last half of any calendar year shall be computed from July 1 of such year.

3. In addition to the accumulation of one or more years of service, as provided in this Section, an employee to be eligible for a vacation allowance shall not have had 26 or more consecutive pay periods in which he had no earnings in the calendar year preceding the Vacation Year. An employee shall be considered to have had earnings in a pay period,
   a. for which vacation payment was made for time off from work.
   b. for which Workmen's Compensation was paid for temporary disability, including the qualifying period therefor during the year in which disability began and for the year in which the employee returned to work from such disability.
4. The vacation allowance as provided in this Article shall vest in each eligible employee as of December 31 of the year preceding the vacation year and shall be paid in the vacation year in accordance with the further scheduling and calculating provisions of this Article.
5. An employee not qualified for vacation allowance as of December 31 of the year preceding the Vacation Year may qualify during the Vacation Year if he shall:
   a. have acquired one or more years of service computed in accordance with Section B of the Article, and
   b. have performed work during the Vacation Year, and
   c. not have had 30 or more consecutive pay periods in which he had no earnings in the 12 completed calendar months preceding the employee's scheduled vacation period. A pay period for which vacation payment has been received, or for which Workmen's Compensation has been paid for temporary disability, including the qualifying period for such

Workmen's Compensation, or during which a military obligation was served, shall be counted for this purpose as a pay period for which earnings were received.

6. The vacation allowance as provided in this Article shall be paid in the Vacation Year in accordance with the further scheduling and calculating provisions of this Article.

Section D - Length of Vacations

1. The length of vacations shall be seven consecutive calendar days for a vacation of one week, 14 consecutive calendar days for a vacation of two weeks, 21 calendar days for a vacation of three weeks, 28 calendar days for a vacation of four weeks, 35 calendar days for a vacation of five weeks, and 42 calendar days for a vacation of six weeks.
2. Except in cases of emergency, vacation periods shall coincide with calendar weeks.

Section E - Scheduling of Vacations

1. Vacations may, following the establishment of eligibility, be taken at any time during the Vacation Year. Vacations will, so far as possible, be granted at times most desired by employees (longer service employees being given preference as to choice), but the final right to allot vacation periods and the right to change such allotments is exclusively reserved to the Company in order to assure the orderly and efficient operation of the plant.
   a. An employee who transfers from one department and/or seniority unit to another, under the terms of Article VIII, Section G, and whose vacation was previously scheduled in his former department and/or seniority unit, shall be permitted to take such vacation as previously scheduled except as the orderly operations of his new seniority unit or department preclude it.

2. It is understood and agreed that a period of slack operations or a temporary shutdown in any department for any reason, and at any time during the year, may be designated as comprising the vacation period, or appropriate portion thereof, for any employees of such department who are eligible to receive vacation privileges.
3. An employee may elect to take time off from work or to receive vacation allowance in lieu of time off for regular vacations for which he is eligible in any one calendar year as follows:
   a. An employee who has been absent because of sickness, disability, leave of absence, or layoff, may with the approval of the Company, be paid vacation allowance in lieu of actual vacation.
   b. An employee may, with the consent of the Company, request vacation allowance in lieu of time off for any weeks of regular vacation. The request for such pay in lieu of time off must be made by the employee at the time he designates his regular vacation period preference. It is further provided that an employee may, with the consent of the Company, change his election of vacation time off to allowance in lieu of time off.
4. An eligible employee may, because of an emergency or other justifiable reason, be required by the Company to forego his vacation and receive vacation pay in lieu of time off. In this event the employee shall designate a subsequent vacation calculation period which period will not be subject to redesignation by the Company. If not so designated, the vacation calculation period shall be that calculation period immediately preceding the first pay period ending in December.

Section F - Vacation Pay

1. An average hourly earnings rate will be established for each employee on the basis of his earnings

during the twelve consecutive month period beginning with the first day of the first full pay period in November and ending with the last day of the pay period that includes October 31 (including Shift Differential and premium for overtime, holidays and Sundays worked, pay for unworked holidays and vacations but excluding S.U.B. Average Standard Hourly Wage Rate and Displacement Allowances) divided by total hours paid for work (including hours for vacation pay in lieu of vacation time off, and unworked holidays).

2. The Vacation Rate of Earnings shall be the above average rate of earnings adjusted as appropriately required to reflect intervening general wage changes and such other changes as would need recognition in the Vacation Rate of Earnings. Hours of vacation pay for each week shall be the average hours (including hours worked and hours within the week paid for unworked holiday, vacation, bereavement, witness and jury service) paid for each employee in each week in the prior calendar year, excluding any weeks not having 32 hours of work. The minimum number of hours paid for each week of vacation shall be 40 and the maximum number shall be 48. Any employee who did not work in the prior year shall have his vacation pay computed on the basis of his last calculated vacation rate appropriately adjusted as above stated. Such vacation pay may be drawn in advance, two days preceding the date of the employee's vacation period. Wages earned prior to the vacation period will be paid on the regular scheduled pay day.
3. The Company shall provide a Vacation Bonus of $250 for each week of regular vacation taken as time off during the period beginning the first full calendar week which begins after January 1 and the last full calendar week which ends prior to April 1.

The Company shall provide a vacation bonus of $250 for each week of regular vacation forced into a shutdown/slack operations period that occurs subsequent to the beginning of the vacation year. All weeks of shutdown/slack operation period vacation weeks that are scheduled prior to the beginning of the vacation year shall not be paid the $250 vacation bonus.

Section G - Employees Entering and Returning from Military Service

1. Any employee eligible for vacation benefits who has not received such benefits for the year in which he enters the Armed Forces of the United States under the conditions set forth in Article XXI, Military Service, shall be privileged to exercise his vacation rights at the time of such entrance.
2. An employee reinstated after return from service in the Armed Forces under the conditions set forth in Article XXI, Military Service, shall, if otherwise qualified, become eligible for vacation benefits in the year he is reinstated regardless of the requirements of Section C, Paragraph 5c of this Article. In the event such an individual does not have hours or earnings in the applicable computation periods, he shall receive vacation pay computed on the basis of the applicable hours and earnings of other employees during the computation period on the same occupation as that to which he is assigned at the time he exercises his vacation privilege.

Section H - General

An employee transferred from an hourly to salary or salary to hourly basis of compensation, who has exercised his vacation privilege under his former classification shall not be entitled to another vacation in the same year under his new classification. If such transferred employee has not exercised his vacation privilege under his former classification, he will receive his vacation under the plan applicable to his new classification.

ARTICLE XVI
HOURLY THRIFT PLAN

Section A - Description of the Plan

Effective January 1, 2002, the Hourly Thrift Plan as amended will be continued and will remain in effect through December 31, 2006, for eligible employees. The Plan contained in a booklet entitled "The Thrift Plan for Hourly Employees" shall constitute a part of this Agreement. Such booklet is specifically incorporated therein by reference.

Section B - Government Rulings

Continuation of the Program shall be subject to securing and maintaining appropriate rulings under the various applicable laws. The provisions of the Program shall be effective in accordance with applicable provisions of federal and state law.

Section C - Eligibility Under the Program

In order to be eligible to participate in the Thrift Plan for Hourly Employees, the employee must be employed on a regular, full-time basis. Such employee may enroll in the Thrift Plan for Hourly Employees in the month following attainment of eligibility.

Section D - Termination

Notwithstanding the provisions of Article XXV of this Agreement, the Thrift Plan for Hourly Employees, as amended January 1, 2002, shall remain in effect until December 31, 2006, and thereafter subject to the right of either party on 120 days written notice served on or after September 3, 2006.

ARTICLE XVII
PENSIONS

Section A - Plan

It is agreed that the Non-Contributory Pension Plan shall be modified by the parties as set out in the Pension Agreement between AK Steel Corporation and the Butler Armco Independent Union and as so modified shall remain in effect as therein provided.

Section B - Benefits

The Pension Plan is designed to provide a covered qualified employee who retires with one of the following:

a. Normal retirement pension
b. Permanent incapacity pension
c. Immediate severance pension
d. Deferred vested pension
e. Early retirement pension
f. Survivor Benefit
g. Rule-of-65 pension under the Employee Assurance Program

ARTICLE XVIII
INSURANCE

Section A - Plan

Effective April 1, 1994, all employees will participate in the Insurance Benefits Plan II for Active Employees.

Section B - Insurance Benefits Plan II

The Insurance Benefits Plan II which is contained in a separate agreement is designed to provide a covered qualified employee with

a. Group Life Insurance
b. Accidental Death and Dismemberment Insurance
c. Dependent Death Benefits
d. Sickness and Accident Insurance

e. Managed Care Health Insurance Program
   - Blue Cross-Blue Shield In-Network Benefits (Coordinated Care)
   - Blue Cross-Blue Shield Out-of-Network Benefits (Self-referred Care)
f. Prescription Drug Plan
g. Dental Expense Insurance
h. Visual Care Expense Insurance
i. Long-term Disability Benefits

ARTICLE XIX
SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Section A - Plan

It is agreed that the Supplemental Unemployment Benefit Plan shall be modified by the parties as set out in a Supplemental Agreement to this Agreement and as so modified shall remain in effect as provided in Section C of this Article.

Section B - Benefits

The Supplemental Unemployment Benefit Plan is designed to provide a covered qualified employee who becomes wholly or partially unemployed.

1. Weekly Benefits to provide income while he is on layoff,
2. Short Week Benefits for any week in which he is partially unemployed, that is, he works some, but less than 32 hours for the Company, and
3. An allowance to compensate under a formula basis for reduced average standard hourly wage rates.

Section C - Termination

Notwithstanding the provisions of Article XXV of this Agreement, the Supplemental Unemployment Benefits Plan shall remain in effect until December 31, 2006, and thereafter subject to the right of either party on 120 days written notice served on or after September 3, 2006.

ARTICLE XX
SEVERANCE ALLOWANCES

Section A - Conditions and Allowances

1. When in the sole judgment of the Company, it decides to close permanently a plant or discontinue permanently a department of a plant or substantial portion thereof and terminate the employment of individuals, an employee whose employment is terminated directly as a result thereof because he was not entitled to any other employment with the Company under the provisions of Article VIII, Seniority, of this Agreement, shall be entitled to a severance allowance in accordance with and subject to the following provisions.
2. Before the Company shall finally decide to close permanently a plant or discontinue permanently a department of a plant, it shall give the Union, when practicable, advance written notification of its intention. Such notification shall be given at least 90 days prior to the proposed closure date, and the Company will thereafter meet with the appropriate Union representatives in order to provide them with an opportunity to discuss the Company's proposed course of action and to provide information to the Company and suggest alternative courses. Upon conclusion of such meetings, which in no event shall be less than 30 days prior to the proposed closure or partial closure date, the Company shall advise the Union of its final decision. The final closure decision shall be the exclusive function of the Company. This notification provision shall not be interpreted to offset the Company's right to lay off or in any other way reduce or increase the working force in accordance with its presently existing rights as set forth in Article IV of this Agreement.

3. The parties recognize the potential, far-reaching impact of the permanent shutdown of facilities or a major portion thereof and the need to cooperate in attempting to lessen this impact. Accordingly, in the event of the permanent shutdown of a plant, or a major portion thereof, Company and Union representatives shall meet to determine whether appropriate federal, state or local government funds are available to establish an employee training, counseling, and placement assistance program for that facility. If such funds are available, the Company and Union shall work jointly to secure such funds to establish a program to provide: alternative job training for affected employees for job opportunities in similar industries; counseling for affected employees on available benefit programs and job opportunities within the Company and the area; and job search counseling.

In implementing such program, the Company will cooperate with the Union and the Commonwealth of Pennsylvania, Office of Employment Security and State Job Service, other appropriate public or private employment agencies, and area employers in an effort to seek job opportunities for displaced employees. To further assist affected employees, both the Company and the Union will designate specific representatives at the time of any such permanent closing to answer questions by employees pertaining to their rights under the Basic Agreement and various benefits programs.

Section B - Eligibility

1. Such an employee to be eligible for a severance allowance shall have accumulated five or more years of continuous service with the Company as computed in accordance with the Company's standard practice.
2. In lieu of severance allowance the Company may offer an eligible employee a job for which he is qualified elsewhere in the plants.

a. If the job offered carries a zone rate equal to or higher than that of the job to which the employee was last permanently assigned, he shall not be entitled to severance pay whether he accepts or rejects the proffered job.

b. If the job carries a zone rate less than that of the job to which the employee was last permanently assigned, he shall have the option of either accepting such new employment or requesting his severance allowance within 30 calendar days of the date of which the new job is proffered, otherwise the severance payment shall be made and seniority service broken.

Section C - Calculation of Severance Allowance

An eligible employee will be paid for each year of continuous service with the Company an amount equal to one week's base rate pay for 40 hours at the rate of his last permanently assigned job.

Section D - Payment of Severance Allowance

The amount of such allowance will be payable in cash at the time of separation or over a period not to exceed 60 months, beginning within 30 days of the date of separation. The Company shall have the right to determine the method of payment and in making such determination will take into consideration the circumstances of each case. If installment payments are determined upon, the Company reserves the right to cause all or any installments to be prepaid to any individual at any time it deems such action advisable.

Section E - Non-Duplication of Severance Allowance

1. Any employee who has heretofore received a severance allowance shall not be eligible to receive severance pay under the provisions of this Article.
2. Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an

individual is or shall become entitled to any discharge liquidation, severance or dismissal allowance or payment of similar kind by reason of federal or state law, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this Paragraph.

Section F - Election Concerning Layoff Status

An employee whose employment would have been terminated under the circumstances specified in this Article, may at such time elect to be placed upon layoff status for 30 days or to continue on layoff status for an additional 30 days if he had already been on layoff status. At the end of such 30-day period, he may elect to continue on layoff status or be terminated and receive severance allowance if he is eligible to any such allowance under the provisions of this Article; provided, however, that any Supplemental Unemployment Benefits payment received by him with respect to such 30-day period shall be deducted from any such severance allowance to which he would have been otherwise eligible at the commencement of such 30-day period. An employee electing to receive Severance Allowance shall be ineligible to receive Supplemental Unemployment Benefits for any period subsequent to such election.

ARTICLE XXI
MILITARY SERVICE

Section A

Any employee presently in the Armed Forces of the United States or any employee hereafter entering such forces, who by virtue of such service is, or becomes,

entitled to re-employment rights under any applicable laws or executive or administrative orders shall be granted a leave of absence without pay during such service in the Armed Forces and will be carried in the continuous service of the Company during such absence. Upon satisfactory completion of such military service and under honorable conditions and provided he applies for re-employment within 90 days, or within such longer period as may be provided by law, will be reinstated in accordance with the requirements of applicable laws or executive or administrative orders as may be in effect at that time.

Section B

Employment or promotion to fill vacancies created as a result of employees entering the Armed Forces under the above conditions, or to fill positions to which such employees may be entitled to reinstatement, will be considered temporary so far as such employed or promoted employees are concerned.

Section C

Where the employees' former positions are no longer in existence, every effort will be made to place the individuals affected in equivalent positions.

Section D

Vacation privileges for employees entering or leaving Military Service will be handled under the provisions of the Article on Vacations (Article XV). All departmental seniority agreements should provide for the listing of employees in Military Service and the individual will be governed by such agreements.

Section E

Any employee entitled to reinstatement under this Article, who applies for re-employment and who desires to pursue a course of study in accordance with the Federal Law granting him such opportunity shall be granted a leave of absence without pay for such

purpose, and shall be carried in the continuous service of the Company and maintain accredited seniority status during such absence, provided that such employee must notify the Company in writing at least once each year of his continued interest in and intention of resuming active employment with the Company upon completing or terminating such course of study. Failure to report promptly for re-employment with the Company after the completion of such course of study shall terminate such leave of absence and the continuous service and seniority status of such employee will be broken. The Company shall notify the Union in writing of any leaves of absence granted under this Section.

Section F - Allowance for Absence Due to Reserve Military Duty

An employee who is required to be absent from work to attend an encampment of the Reserve of the Armed Forces or the National Guard shall receive, for a period not to exceed two weeks in any calendar year, the difference between the amount he received from the government and the amount he would have received for all scheduled work time lost as the result of the required Reserve duty. Government allowances for travel, subsistence, and living quarters during this two-week period shall be excluded from the calculation in determining the amount of the allowance.

ARTICLE XXII
SAFETY AND HEALTH

Section A

1. The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. In this connection, the Company, the Union, and the employees acknowledge their responsibilities under applicable federal and state safety and health legislation.

2. In accordance with practices now prevailing at the plant, and insofar as it is able to do so, the Company will provide protective devices, wearing apparel, and other equipment necessary to protect the employees from injury and disease.
3. The Company shall continue to provide adequate heat and ventilation in the plant and will keep heating and ventilation equipment in proper repair.
4. The Company shall continue its industrial hygiene program, including periodic sampling of air and testing of noise levels in the plant. For surveys conducted at the request of the Union Safety Committee Chairman, a written summary of the sampling and testing results and the conclusions of the investigation shall be provided to the Safety and Health Committee.
5. When materials which are recognized as those presenting a toxic exposure hazard to employees are used, the Company shall make the employees who may be affected aware of the potential hazard and of action being taken to protect them from the hazard. Upon the request of the Union Safety Committee Chairman, the Company shall provide in writing requested information from material safety data sheets or their equivalent on toxic substances to which employees are exposed in the work place; provided that when the information is considered proprietary, the Company shall so advise the Union Chairman, and provide sufficient information for the Union to make further inquiry.
6. The Company shall continue to maintain appropriate safety and health standards with respect to equipment which emits ionizing radiation. The Company shall continue to maintain procedures to protect employees in case of accident involving such equipment and will instruct employees who may be exposed by accident in these safety and health procedures.

7. The Company shall maintain the confidentiality of reports of medical examinations of its employees and shall only furnish such reports to a physician designated by the employee upon the written authorization of the employee; provided, that the Company may use or supply such medical examination reports of its employees in response to subpoenas, requests to the Company by any Governmental agency authorized by law to obtain such reports, and in arbitration or litigation of any claim or action involving the Company.

   Whenever the Plant Physician detects a medical condition which, in his judgment, requires further medical attention, the Plant Physician shall advise the employee of such condition or advise him to consult with his personal physician.

8. Any employee who, while performing work to which he was assigned, is unable to continue to perform work on a regularly scheduled job due to an injury or an OSHA recordable illness, as determined by the Company, shall be paid for any loss of earnings for the balance of the shift on which he was injured.

9. Any employee failing or refusing to use safety or health equipment or apparel furnished to him, or comply with any safety rule of the Company, or with any program required by applicable federal or state safety and health legislation, shall be subject to disciplinary actions, including suspension or discharge.

10. Effective October 1, 2001, the Company will provide new employees up to $120 for the cost of an initial pair of AK Steel approved safety shoes for wear at the plant. Such payment will be made under procedures established by the Company.

    Within 30 days of the effective date of the contract, the Company will establish the procedures for replacing worn or damaged safety shoes with new approved safety shoes at no cost

to the employees. These new procedures will be reviewed with the Butler Works Safety Coordinators.

11. It is agreed that personnel records of disciplinary action against an employee for safety rule violations which do not involve time off shall not be used in arbitration proceedings if the recorded disciplinary action occurred one or more years prior to the date of the event which is the subject of such arbitration.
12. A Safety and Health Committee consisting of five members designated by the Union and five members designated by the Company shall be established. The committee shall hold monthly meetings, except as otherwise agreed, at times arranged by mutual agreement between the appropriate Company and Union representatives.
13. In recognition of the shared joint responsibility for the safety of employees, it is agreed that no employee will be permitted to work in excess of sixteen (16) consecutive hours in a twenty-four (24) hour period.

Section B - Safety and Health Training

The Company recognizes the special need to provide appropriate Safety and Health training to all employees. The Company presently has Safety and Health training that provides either the training described below or the basis for such training as it relates to the needs of the Company and its various plants.

Training programs shall recognize that there are different needs for safety and health training for newly hired employees who are transferred or assigned to a new job and employees who require periodic retraining.

1. Newly hired employees shall receive training in the general recognition of safety and health hazards. In addition, upon initial assignment to a job they shall receive training on the nature of the operation or process, the safety and health hazards of the job,

the safe working procedures, the purpose, use and limitations or personal protective equipment required, and other controls or precautions associated with the job. The Union Safety Committee Chairman or the Rules Committee shall, upon request, be afforded the opportunity to review the training program for the newly hired employees at the plant level.

2. The training of employees other than those newly hired by the Company shall be directed to the hazards of the job or jobs on which they are required to work. Such training shall include hazard recognition, safe working procedures, purpose, use and limitations of special personal protective equipment required and any other appropriate specialized instruction.
3. As required by the employee's job and assignment area, periodic retraining shall be given on safe working procedures, hazard recognition, and other necessary procedures and precautions.

Section C

The Company will revise at suitable intervals the "AK Steel-Butler Works Safety Book". The cooperation and help of the Safety Coordinators will be welcomed in making these instructions effective. Anyone responsible for the direction of the work of others, or the assignment of others to work, shall observe these instructions and insist on observance by those under his direction.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

Section A - Maintenance Qualification and Classification

The Plan for Maintenance Qualification and Classification, as agreed to between the parties, shall be continued until amended or replaced by agreement between the parties.

Section B - Contracting Out

1. In order to maintain maximum understanding with respect to contracting out, a Committee of not more than four persons shall be appointed, two of whom shall be designated by the Union and two by the Company. This Committee shall meet at least monthly at a mutually convenient time and discuss those problems which may arise relative to contracting out. **Notwithstanding the above, for the term of this Agreement, a committee made up of one representative of the Company and the Union Contracting Out Chairman shall meet at mutually agreed to times and discuss those problems which may arise relative to contracting out.** Should an employee claim that the Company has violated this Section of the Agreement with respect to contracting out and the matter is not resolved through discussion in the Committee, a grievance may be processed through the grievance and arbitration procedure of the Agreement. Should the question proceed to arbitration, the arbitrator, in determining whether the work in question should have or should not have been contracted out, under the provisions of paragraph 2 or 3 below, shall be empowered to consider only the circumstances known to exist at the time the decision was made to contract out.
2. It is recognized that certain production, service and routine maintenance work within the plant has, in the past, been performed solely by employees in the bargaining unit. It is also recognized that some work of this nature has, in the past, been performed within the plant by contracting out such work under some circumstances and performed by bargaining unit employees under some circumstances. It is the intent and hereby agreed that such work, will, insofar as practicable, be assigned to bargaining unit employees. In determining the practicability of assigning such work to bargaining unit employees,

the Company will take into consideration such things as need for equipment, tools, availability of skilled labor, adequate supervision and the workload of bargaining unit employees. The circumstances to be considered are those existing at the time the decision is made to contract out.

3. New construction and the installation, replacement, and reconstruction of operating equipment and productive facilities, together with other work which has been previously performed solely by contracting out, may be contracted out at the discretion of the Company, provided that the Company will assign work of this nature to bargaining unit employees if the circumstances will allow the assignment to be made to bargaining unit employees.
4. When significant items of the type described in paragraphs 2 and 3 above are to be contracted out, the appropriate Union Committee members shall be notified. Such notice shall be in writing and shall be sufficient to advise the Union members of the Committee as to the location, type, scope, duration and timetable of the work to be performed so that the Union members of the Committee can adequately form an opinion as to the reasons for such contracting out. Such notice shall contain, but is not limited to, the information set forth below:
   a. Location of work
   b. Type of work:
      (1) Production
      (2) Service
      (3) Maintenance
      (4) New Construction
      (5) Reconstruction
      (6) New Installation
      (7) Replacement
   c. Description of work:
      (1) Crafts and/or Non-Crafts Involved
      (2) Special Equipment
      (3) Special Skills

(4) Warranty Work

d. Starting time and estimated duration of work
e. Reason for the need to contract out the work

Should it be decided by an arbitrator, as the result of a grievance alleging failure to provide proper notification, that such notice was not provided without justifiable reasons; and that the failure to provide proper notice deprived the Union of the opportunity to suggest and discuss practicable alternatives to contracting out, the arbitrator may, in his award, include earnings to grievants who would have performed the work if they can be reasonably identified.

Section C - Productivity

The Company and the BAIU recognize their responsibilities under the difficult circumstances surrounding the operation of the Butler Works in this period of severe foreign and domestic competition. The parties have discussed the fact that effective operation of not only the new facilities which required very heavy capital expenditure, but also all the older facilities is required to help assure the stability of employment and return on investment. Productivity of the Butler Works means the effective utilization of equipment through the efficient efforts of all the employees and the Company. In their joint efforts to accomplish a significant increase in the productivity of the Butler Works, the parties shall establish a Productivity Committee comprised of three members appointed by the Union and three members appointed by the Company. The Committee shall meet as necessary to review productivity problems and recommend procedures for productivity improvements. Among the areas of concern and activity of the Productivity Committee shall be:

a. Product damage, quality and yield.
b. Equipment utilization, maintenance, and delay losses.

c. Employee effectiveness, training, and attitude.
d. Such other items as may lead to constructive improvements in productivity.

Section D - Supervisory Work

Supervisors, not covered by this Agreement, shall not perform bargaining unit work except for purposes of instruction or experimentation, or in cases of emergency.

Section E - Bargaining

For the duration of this Agreement neither party shall be obligated to bargain collectively, except as specifically provided by the Agreement, with respect to any subject or matter either covered or not covered by this Agreement.

ARTICLE XXIV
PRIOR AGREEMENTS

Section A - Replacement of Prior Agreement

This Agreement, for the production and maintenance employees covered hereby, terminates and replaces the prior Agreement applicable to such employees.

Section B - Processing of Grievances

Any grievance filed on or after the date of this Agreement which is based on the occurrence or non-occurrence of an event which arose prior to the date of this Agreement must be a proper subject for a grievance under this Agreement and processed in accordance with the grievance and arbitration procedures of this Agreement. Such grievance shall be settled in accordance with the applicable provisions of such prior Agreement for the period prior to the date of this Agreement and for the applicable period thereafter in accordance with the applicable provisions of this Agreement.

ARTICLE XXV
TERMS OF AGREEMENT

Section A - Effective Date and Termination

1. Except as otherwise specifically set out, the terms and conditions of this Agreement shall be effective as of 12:01 a.m. October 1, 2001.
2. This Agreement shall remain in effect to and including midnight September 30, 2006, and thereafter, subject to termination on 60 days prior written notice by either party served on or after August 2, 2006.
3. If either party gives notice as provided for in Paragraph 2 of this Section, it may include therein notice of its desire to negotiate with respect to Insurance, Pension, Hourly Thrift and Supplemental Unemployment Benefits (existing provisions or agreements as to Insurance, Pensions, Hourly Thrift and Supplemental Unemployment Benefits to the contrary notwithstanding).
4. If the parties shall not reach agreement with respect to the matters of negotiation by the 60th day following the date of the notice given as provided in this Section, they shall be free to take any action necessary in support of their position, notwithstanding any other provisions of this Agreement.

Section B - Meeting

Promptly after the date of the notice given as provided in Section A, Paragraph 2, of this Article, the parties shall meet in conference at the office of the Company, unless otherwise mutually agreed, for the purpose of negotiating a new Agreement.

Section C - Notice

Any notice to be given under this Agreement shall be given by certified mail and be complete at the time of mailing. If by the Company, it shall be addressed to the President, Butler Armco Independent Union, Butler,

Pennsylvania, and if by the Union, such notice shall be addressed to the General Manager–Butler Works, AK Steel Corporation, Butler, Pennsylvania. Either party by similar notice may change the address to which such certified mail notice may be sent.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 7th day of September, 2001.

FOR THE COMPANY

L. K. Hoyt	M. C. Seyler
L. W. Gonce	R. J. Ihlenfeld

FOR THE UNION

C. V. Nanni	K. A. Hobaugh
J. W. Lewis	W. H. Leyland
J. E. Fletcher	D. F. Cunningham, Jr.
J. C. Gallagher	S. D. Michael

APPENDIX A
CONTRACTING OUT GUARANTEE

1. Effective October 1, 2001, and for the term of this Agreement, an employee receiving the trade or craft or apprentice additive or working on jobs similar to jobs receiving such additive shall be guaranteed 40 hours of pay in a week at his applicable Standard Hourly Wage Scale so long as there are craft employees of contractors working in the plant on the same trade or craft functions and duties which would otherwise be performed by the employee for whom the guarantee is provided.
2. This guarantee applies only to eligible employees who are on layoff or receive less than 40 hours pay in a week and would have otherwise performed the work so long as they were available for work.
3. An employee to whom the foregoing guarantee is applicable may be assigned to perform work in his trade or craft or in the case of other employees to do a job in the same zone or higher than the job to which the guarantee is applied at any location throughout the plant.
4. The number of employees protected by this guarantee shall not exceed the lesser of the number of contractor employees of similar skill and job content or, alternatively, exceed the number of plant trade and craft employees and eligible maintenance non-craft employees who are working less than 40 hours plus the number who are on layoff. The recipients and distribution shall be determined by the local parties. Such guarantee shall not be applicable with respect to outside contractors' employees working in the plant on new construction, including major installation, major replacement and major reconstruction of equipment and productive facilities.

APPENDIX B

Exhibit 1

BUTLER AND ZANESVILLE WORKS PROFIT SHARING PLAN

A. Purpose

The purpose of this plan is to establish a basis for improved cooperation and teamwork between employees and management by providing a method for represented employees to share in the profits of the Butler and Zanesville Works.

This plan enables all hourly employees to share in the profits. The plan provides the opportunity for employees to earn additional dollars based on this operation's ability to pay. This opportunity to share begins with the first dollar of profit generated by the Butler and Zanesville Works. There is no cap on how much profit can be shared with the employees.

Effective January 1, 1997, and terminating December 31, 2006, the profit sharing pool for hourly employees will consist of an amount equal to ten (10) percent of the profits as defined in Section C below.

B. Plan Features

1. The Butler and Zanesville team recognizes that every employee's contribution is vital to the future of AK Steel.
2. This plan provides a single percentage of compensation for covered hourly employees.
3. This plan provides quarterly earnings distributions to correspond with positive quarterly and annual results.

C. Profit Sharing

Profits will be shared on an annual basis. There will be four pay periods, three stand alone quarterly payments and a fourth payment that is the annual adjustment. All four quarterly payouts

will be calculated using wages earned in that quarter. The amount to be shared is the profit sharing amount. This profit sharing amount is determined from the Quarterly Profit/Payout curve for the three quarterly payments and from the Annual Profit/Payout curve for the fourth payment.

"Profits" will be that amount reported as pretax operating profit plus all cumulative profit sharing accruals. Pretax operating profit is reported in the Financial and Operating Results for the Butler and Zanesville Works. The cumulative profit sharing accrual is an item in the general ledger.

D. Eligibility for Participation

1. All full-time employees are participants in the plan.
2. Hourly employees who are summer workers are not eligible to participate and their wages will not be used in the profit sharing calculation.
3. Participation in the plan begins with the first regular pay of any eligible employee. Any employee no longer actively employed and leaving the regular payroll ceases to remain as a participant. Retirees and employees who terminate their employment share in the last quarter they are paid base wages but do not participate in payments for subsequent quarters.
4. Each eligible employee's share is determined by his actual base wage. Base wages for the purposes of this plan include hourly base rate, vacation pay, holiday pay, premium pay, overtime pay, jury duty pay, military reserve duty pay, and others authorized by management. Excluded are payments for incentive earnings, non-incentive add-ons, Sickness and Accident benefits, Supplemental Unemployment Benefits, and other-like payments from insurance or benefits for time not worked.

E. Payment

The profit sharing amount is divided by the total participant base wages paid in the quarter to determine percentage to be paid. The distribution will be calculated to four decimal places and rounded to three, as in the following example:

0.0685 (6.85%) would be rounded to 0.069 (6.9%)

0.0684 (6.84%) would be rounded to 0.068 (6.8%)

Quarterly profit sharing payments will be made about four weeks following the end of each of the first three quarters. After the official annual calculation is made, the three quarterly advances (excluding safety or customer assurance add-ons) will be subtracted from the annual amount, and the final payment will be made on or about February 15 of the following year. When an employee terminates active employment due to retirement or death, he is paid for the last quarter in which he earns base wages as defined in Section D, paragraph 4.

Profit sharing payments will be included in the calculation of earnings for pension purposes.

F. Information Confidentiality

In order to protect the confidential nature of AK Steel's financial results, certain restrictions must be recognized. Specific financial information will be shared with union personnel who are bound by secrecy agreements (and their CPA, if requested). Payment results will be communicated, as available, to all employees.

G. Changes in the Plan

It is not anticipated that any change will need to be made in any features of the plan. However, changes in accounting procedures may be prescribed by the Internal Revenue Service, Securities and Exchange Commission, Financial Standards Board, the Vice President of Corporate Finance, or others. Also, major changes in capital

facilities or product processing could also have some major impact on financial results. All such changes will be reviewed and mutually agreed to by the appropriate union personnel, along with the necessary adjustments to the plan to enable it to continue to provide results equitable to those that would have otherwise been obtained.

Exhibit 2

BUTLER AND ZANESVILLE WORKS
CUSTOMER ASSURANCE PLAN

A quarterly add-on of ten (10) percent of the quarterly profit sharing payout is available for outstanding performance in customer assurance. Outstanding performance for customer assurance is "net manufacturing claims" less than 0.4 percent of "net sales plus net manufacturing claims". This quarterly add-on is not part of the annual calculation.

Exhibit 3

BUTLER WORKS
SAFETY PERFORMANCE PLAN

A. A quarterly add-on of ten (10) percent of the quarterly profit sharing payout is paid for outstanding safety performance in a quarter. Outstanding safety performance is zero major injuries for the Butler Works for one million safe man-hours attained in a quarter. No more than one add-on payment will be made in a quarter.

B. If an add-on payment is earned during a quarter, no credit will be granted for the next one million safe man-hours attained during that quarter. Accumulation for the next one million safe man-hours without a major injury will commence with the first man-hour after the one million man-hours for which no credit was earned, the occurrence of a major injury, or the first man-hour after the one million safe man-hours for which payment was made if one million safe man-hours are not earned during the same quarter for which payment was made. This

quarterly add-on is not part of the annual calculation except as stated below.

C. On occasion it is necessary to re-classify injuries as lost workday cases for various reasons. The following actions will apply to the safety bonus as related to such a re-classification.

1. In the event that an injury is re-classified as a major injury, that is, a lost workday injury is re-classified back into a one million safe man-hours worked period that was otherwise major-accident free, the safety bonus will not be paid for that particular period, provided it has not already been paid at the time of the re-classification.
2. If the safety bonus has already been paid for a one million safe man-hours worked period such as that described in item 1 above, the safety bonus will be recouped in the fourth quarter (year-end adjustment) payout for that quarter. If, in this situation, the fourth quarter payout is insufficient in order to recoup the safety bonus payout from a prior quarter of that year, then only those dollars available will be recouped by the Company.
3. If the re-classified injury occurred in a one million safe man-hours worked period in the fourth quarter and the safety bonus checks have already been issued for that quarter, then no recoupment will take place. If, in this case, the safety bonus checks have not been distributed, the payment will be negated.
4. In the event that an injury is re-classified as a major injury and the re-classified injury occurred in a one million safe man-hours worked period other than the period described in paragraph C.3. above, eligibility for an add-on payment following the date of the re-classified injury will be recalculated in accordance with sections A and B above commencing with the first man-

hour after the occurrence of the re-classified injury. The adjustment for any add-on payment which should be paid or recouped as a result of this redetermination will occur in the fourth quarter in accordance with the provisions of section C above.

APPENDIX C

I. EMPLOYMENT SECURITY PLAN

This Employment Security Plan (hereinafter, the "Plan") shall become effective as of October 1, 2001 and shall continue in full force and effect through and including the last day of the term of the Agreement, as set forth below.

A. Employment Security Guarantee

1. For the purposes of this Plan, Employment Security during the term of this Basic Agreement and any extension thereof, is defined as a guarantee that no eligible plan employee will be laid off and each will be given the opportunity for 40 hours of work during each workweek. Hours paid but not worked (such as vacation, holidays, bereavement, and jury duty) and other hours not worked in any week due to employee action or discipline for cause will count toward the 40-hour work opportunity.
2. Each member of the BAIU bargaining unit as it exists on October 1, 2001 is eligible for Employment Security, except as provided in Paragraph A-5 below, or for any period of disability during which the member is disabled and cannot be reasonably accommodated by the Company without undue hardship, within the meaning of the Americans With Disabilities Act.
3. Employees hired on or after October 1, 2001, will not become eligible for the

employment security coverage under the Employment Security Plan until they have accrued 24 months of continuous service with the Company; however, such employees will be counted from their date of hire in calculating the Base Force number.

4. Employee(s) eligible for Employment Security may lose eligibility by reason of discharge for just cause and due consideration as set forth in Article IX of the Basic Agreement but only after exhaustion of any rights under Article VI, Article VII, and/or Article IX of the Basic Agreement, or by reason of retirement, quit, death, or application of Paragraph A-5 below.
5. Employment Security for eligible employees shall continue unless and until one of the following events occurs:
   a. A natural disaster, act of God, or governmental order which interferes with the continued operation of the department, facility or operation of the plant in which the employee is assigned. In such event, the Company may suspend Employment Security for those employees directly and immediately affected by the natural disaster, act of God, or governmental order. The Company shall return the affected employees to Employment Security eligibility upon restart of the department, operation or facility.
   b. After the filing of a petition in bankruptcy for reorganization or liquidation, if and only if the Court issues a final order allowing or directing the rejection of the Employment Security Plan. The Employment Security Plan shall remain

in full force and effect pending the final decision of the Court, and any appeal therefrom, unless otherwise agreed to by the parties.

c. In the event of severe financial difficulty short of bankruptcy, this Plan may be suspended, but only for the duration of such severe financial difficulty. Such severe financial difficulty must represent a clear and present danger to the Company's viability. Severe difficulty under this paragraph may include default on a loan agreement, or significant deterioration of equity in the Company. Suspension of the Employment Security Plan under this Paragraph 5-c can occur only by mutual agreement of the Company and the Rules Committee of the BAIU, or as a result of an arbitrator's decision that such severe financial difficulty exists. If a dispute arises regarding whether a severe financial difficulty exists, the parties will immediately convene arbitration pursuant to Section III. The Employment Security Plan shall remain in full force and effect pending the decision of the arbitrator, unless otherwise agreed by the parties. Employment Security may only be suspended for the duration of the severe financial difficulty, or as limited by agreement of the parties, or by an arbitrator's decision.

d. The permanent shutdown or closure of a department in the Butler Works or of a substantial portion thereof, in accordance with Article XX of the Basic Agreement, provided that, in such event, the Base Force established in

Section II-A shall be modified only by the actual number of employees directly and immediately affected by the said shutdown or closure, and provided further that only the number of employees directly and immediately affected by the permanent shutdown or closure shall be subject to layoff. The parties explicitly recognize that an occurrence as described in this paragraph shall not suspend or negate the Employment Security guarantee for any eligible employees not directly and immediately affected by the permanent shutdown or closure.

e. In the event of a strike or work stoppage by employees covered by the Basic Agreement, the Plan shall be suspended, but only for the duration of any such work stoppage.

II. BASE FORCE PLAN

A. Base Force Guarantee

1. For purposes of the Plan, the Company guarantees that it shall maintain a Base Force defined as the total number of hourly bargaining unit employees employed by the Company. The Company guarantees it shall maintain a Base Force of 1855 hourly bargaining unit employees for the duration of this Basic Agreement.
2. The Base Force established by this Plan may only be reduced to the extent equal to the number of permanent jobs eliminated by:
   a. the events listed in Section I-A-5 above, or
   b. the net number of jobs eliminated as a result of an addition of a new operation,

facility or new technology at the Butler Works after the effective date of the Basic Agreement, or

c. a job combination/elimination as otherwise provided for in the Basic Agreement.

3. Unless a reduction in the Base Force occurs pursuant to the provisions of Paragraph 2 above, the Company may only reduce its current work force as of October 1, 2001, to the Base Force level through attrition arising solely as a result of death, discharge, quit, retirement, or voluntary transfer.

4. The Company shall increase the Base Force by the net number of any permanent jobs gained as a result of an addition of a new operation, new technology or facility at the Butler Works after the effective date of the Basic Agreement.

5. The Company guarantees a minimum trade or craft Base Force equal to no less than 32% of the number of active hourly bargaining unit employees or 32% of the Base Force, whichever yields the greater number of trade or craft employees. The guarantee in this paragraph is subject to the conditions of the Plan previously stated.

B. Base Force Compliance

1. The parties will immediately establish an Optimization Plan Oversight Committee, which shall consist of three members appointed by the BAIU and three appointed by the Company. These members shall include the BAIU President and the Manager–Industrial Relations, AK Steel–Butler Works (or functional equivalents) who shall serve as co-chairs of the committee.

2001

JANUARY

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FEBRUARY

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JULY

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OCTOBER

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NOVEMBER

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DECEMBER

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Holiday

involving such disputes shall be entered in Step III of the Grievance Procedure. The grievance will be expedited through the Step III hearing and, if appealed to arbitration, must be docketed, scheduled and heard within sixty (60) days of the date of appeal. Only disputes over the following issues shall be heard according to the above procedure:

1. Reductions in the Base Force number pursuant to II-A-2.
2. Increases to the Base Force number pursuant to II-A-4.
3. Whether severe financial difficulties exist as defined in I-A-5c.
4. Modifications to the Base Force number as defined in I-A-5d.
5. Failure to maintain the trade or craft force at a minimum of 32% pursuant to II-A-5.
6. Failure to follow the attrition provisions as defined in II-A-3.
7. Failure to follow the time limits as defined in II-B-3 and 4.

B. Nothing in this Plan shall limit or restrict any employee's seniority rights to which the employee is entitled under the Basic Agreement.

C. This Plan does not otherwise modify, expand or limit in any way whatsoever the parties' rights and obligations under Article XXIII of the Basic Agreement except as expressly set forth herein.

APPENDIX D
MEMORANDUM OF UNDERSTANDING
WORK FORCE OPTIMIZATION

This Agreement replaces the Maintenance Restructuring Memorandum of Understanding (Appendix P) (including all exhibits) and Appendix X, Exhibit 1 of the

October 1, 1996 Settlement Agreement, and other agreements inconsistent with the provisions below.

The following specific rules shall govern the application of this Agreement:

A. Management shall have the right to utilize employees of outside contractors to perform all work involving major new construction, including major installation, major replacement and major reconstruction of equipment and production facilities. A project shall be deemed major if it is of a grander scale than normally performed by bargaining unit employees. Management may utilize outside contractor employees for any work of the type that craft Base Force employees are not capable of performing. Capability will be determined taking into account factors such as the skill level of Base Force employees and whether the work can be reasonably segmented.

   In addition, whenever all of the available employees included in the specific craft for a full week are fully utilized, as defined in Exhibit 1, Management may utilize outside contractor employees for the performance of any work of the type that has historically been performed by the specific craft employees.

B. In order to promote more of a sense of equipment ownership and in order to perform work more efficiently, craft employees may be assigned within their department to perform any work within their capabilities, and work that has been performed by employees within a specific craft may be performed by employees of other shops and/or employees of assigned maintenance departments except during a week when such employees are cut back.

C. Except for breakdowns or other matters beyond the control of the Company, Base Force employees who are cut back or laid off by the Company from their incumbent job while employees of an outside contractor are performing work in violation of this

Agreement shall be made whole for any lost earnings resulting to them during their cutback or layoff period because of the performance of such work by the outside contractor if the affected Base Force employees could have reasonably performed such work during their cutback or layoff period.

D. Craft Machinists, Ironworkers, Electric Construction, and Central Maintenance/Pipe Fitters may be assigned and dedicated to support specific Assigned Maintenance Units in the performance of maintenance and repair work on the operating units.

1. Management shall determine the number of assignments within each of the above crafts to be assigned and dedicated to the specific Assigned Maintenance Units. The total number of craft incumbents dedicated to the specific Assigned Maintenance Units shall not exceed 84 such employees.
2. The Company will post within each of the above craft units the number of dedicated assignments in each identified Assigned Maintenance Unit. Craft incumbents will be provided the opportunity to bid for their preferred dedicated assignment, and assignments shall be made on the basis of Company continuous service. If there is an inadequate number of bidders, Management will make such assignments beginning with the least senior qualified affected craftsmen.
3. Craft employees assigned as dedicated craftsmen pursuant to this Paragraph D shall be scheduled, supervised, and assigned work by the Section Manager in the affected Assigned Maintenance Unit.
4. The crafts assigned to specific Assigned Maintenance Units shall be considered as a separate overtime group and vacation scheduling unit within their respective crafts.

E. The parties agree to promptly process all contracting out grievances filed on or after October 1, 2001, and any grievance alleging a violation of the preceding paragraphs of this agreement as follows: Such grievances will be filed at Step III of the Grievance Procedure, promptly processed at Step III, and, if appealed to arbitration, must be docketed, scheduled and heard within 60 days of the date of appeal. Should the parties agree to pre-hearing briefs, the arbitrator shall render his decision within 48 hours of the conclusion of the hearing; otherwise, the parties will submit briefs within six weeks of the hearing, and the arbitrator will render his decision within 14 days of receipt of the parties' post-hearing briefs.

/s/ Carl V. Nanni
/s/ L. William Gonce
Date: September 7, 2001

Exhibit 1

MEMORANDUM OF UNDERSTANDING

"WORKLOAD OF BARGAINING UNIT EMPLOYEES" AS IT APPLIES TO ARTICLE XXIII, SECTION B – CONTRACTING OUT

In order to define the term "workload of bargaining unit employees" as it applies to Article XXIII, Section B – Contracting Out, Paragraphs 2 and 3 of the Basic Agreement and without affecting the other existing rights and obligations of the parties, it is hereby agreed that affected employees who are eligible to receive the trade or craft or apprentice additive, together with any non-trade and craft employees who normally provide a specific service that is required, will be considered to be "fully utilized" (at maximum workload) during any week(s) that such affected employees are offered the opportunity to work forty-eight (48) physical hours at their respective trade, craft, apprentice, or service jobs during non-maintenance outage week(s) or provided

the opportunity to work seventy-two (72) physical hours during maintenance outage weeks. For purposes of this paragraph, a maintenance outage week is a calendar week in which the department is scheduled down for maintenance or repairs for five or more days.

The parties agree that the appropriate forty-eight (48) hours or seventy-two (72) hours per week, as defined above, will be considered the maximum workload of the bargaining unit for the purpose of constructing appropriate remedies, if any, for contracting out grievances filed after October 1, 2001.

In addition, nothing herein shall be deemed to modify either the rights of the Company or the Union with respect to the contracting out of work under Article XXIII-B where the issue is the practicability of assignment of such work to the bargaining unit.

/s/ Carl V. Nanni
/s/ L. William Gonce
Date: September 7, 2001

APPENDIX E
MEMORANDUM OF UNDERSTANDING
PRODUCTIVITY AND EFFICIENCY

This memorandum confirms the parties' agreement to replace Appendix K of the 1993 Settlement Agreement (republished as Appendix D in the 1996 Basic Agreement), with the following provision:

1. In order to enhance preventive, predictive maintenance efforts, it is agreed that non-craft maintenance and production employees will perform minor maintenance or adjustments on their equipment. Such duties will include:
   a. Simple preventive maintenance such as inspection and lubrication of their equipment
   b. Minor (low skill) maintenance work
   c. Provide low skilled assistance to Trade and Craft employees
   d. Collection and reporting of maintenance data

2. Employees required to perform the work functions set forth above in paragraph 1 will be provided appropriate safety training.
3. The current incumbents in the jobs of Helper-Lube and Lube Repairmen are protected from any job reductions resulting from this provision of the Agreement.

/s/ Carl V. Nanni
/s/ L. William Gonce
Date: September 7, 2001

APPENDIX F
MEMORANDUM OF UNDERSTANDING
HOLIDAY SCHEDULING

This memorandum confirms the understanding relative to scheduling procedures during holiday weeks. At the same time, the parties also recognize the need to maintain and provide for scheduling flexibility. Consequently, the procedures as outlined below are designed to disrupt work schedules as little as possible. The terms of this Memorandum of Understanding shall be consistently applied throughout the plant and will prevail over any existing practice or Supplemental Agreement writing to the contrary. These procedures also cancel all prior holiday scheduling procedures memoranda in effect, including but not limited to, Appendix E of the 1996 Basic Agreement and its source documents.

The procedure is as follows:

1. For seniority units using a four-turn (crew) work roster:
   a. The work schedule should be prepared as if it were a non-holiday week.
   b. Jobs which will not be scheduled on the holiday will then be deleted. The employee whose job is deleted will not be reassigned to work regardless of the employee's seniority relationship to other employees.

c. It is recognized that such scheduling, in some instances, may create overtime conditions; however, such work assignments will not involve more than two consecutive turns [up to sixteen (16) hours] in a 24-hour period.

2. For seniority units using a three-turn (crew) work roster:
   a. The seniority rights of employees to regular work in a department as defined in Article XII, Section C are satisfied as long as five (5) days of pay (4 + 1 / 3 + 2 or 40 hours) are received by employees for the work week.
   b. There is no preference by seniority that may be advanced by employees in a department within the five (5) days referenced in 2-a above as to the number of days of physical work or the number of paid but unworked holidays scheduled in a holiday week.
   c. Historical or normal methods of scheduling employees are not applicable during a holiday week.
   d. It is recognized that such scheduling, in some instances, may create overtime conditions; however, such work assignments will not involve more than two consecutive turns [up to sixteen (16) hours] in a 24-hour period.
3. For all seniority units:
   a. Following the posting of the work schedule should it become necessary to fill a vacant turn(s) or add assignments during a holiday week in which a 4 + 1 and/or a 3 + 2 holiday concept applies:
      1) In a one holiday week, the most senior employee will be afforded the first opportunity to achieve forty (40) hours of physical work. The remaining openings will be offered on the same basis to employees in order of their eligibility on the seniority

roster. It is recognized that such scheduling, in some instances, may create overtime conditions; however, such work assignments will not involve more than two consecutive turns [up to sixteen (16) hours] in a 24-hour period.

2) In a two holiday week, the most senior employee will be afforded the first opportunity to achieve thirty-two (32) hours of physical work. The remaining openings will be offered on the same basis to employees in order of their eligibility on the seniority roster. If there are openings after all employees have been afforded the opportunity of thirty-two (32) hours of physical work, then the procedure to achieve forty (40) physical hours will be followed as in 3-a-1 above. It is recognized that such scheduling, in some instances, may create overtime conditions; however, such work assignments will not involve more than two consecutive turns [up to sixteen (16) hours] in a 24-hours period.

b. Notwithstanding the entitlement provisions of this agreement, the parties recognize that some employees prefer to be off on the holiday(s). As such, it is not the intent of this agreement to preclude such employee from being off by permission. If the turn(s) are not filled as set out in 3-a above, and all other employees are excused from working, the least senior and available employee will be assigned to work.

c. Qualified employees being scheduled through Employment Reserve may be utilized to supplement departmental forces provided that no employee will be assigned from Employment Reserve to work more turns in a department than the least number of turns offered to any qualified incumbent of that department.

d. "Reduced" schedules in a holiday workweek will not lead to an increase in the "contracting out" of bargaining unit work. A holiday paid for but not worked shall not be counted for the purpose of determining the Company's obligation under the "Workload of the Bargaining Unit" as it refers to contracting out.

e. The parties recognize that the inapplicability of the "down" and "not down" concept according to the initial paragraph of this procedure nullifies Arbitration Decision BU-79-17 concerning the Locomotive Shop and other like seniority units.

The parties agree that this procedure will be first applicable to the holidays scheduled November 22 and 23, 2001, in order to provide sufficient time for discussion concerning holiday scheduling at the department level if so desired by the appropriate representatives of the parties. It is also understood that nothing in this procedure is intended to cause or result in the scheduling of more hours than management determines is necessary to perform required work.

/s/ Carl V. Nanni
/s/ L. William Gonce
Date: September 7, 2001

APPENDIX G

MEMORANDUM OF UNDERSTANDING

ARTICLE VIII, SECTION H

Notwithstanding the provisions of Article VIII-H of the Basic Agreement, employees may waive their right to be scheduled according to their seniority through the following procedure:

1. From January 1 through January 15 and from June 15 through June 30 of each calendar year, employees may sign a Reserve Waiver Sheet available in the Employment Office indicating their

willingness to be scheduled on Job Group D (zone 1) work assignments in return for special scheduling consideration. Once this option has been exercised, it will continue until an employee elects to cancel said option during the periods of time designated above.

2. This agreement will be applicable only to such work assignments which are scheduled prior to 12:00 noon on Friday of the preceding week.
3. No additions or deletions to the Reserve Waiver Sheet will be permitted until the next sign-up period.
4. Employees who do not elect this option may be given special scheduling consideration only for emergency situations or medical appointments.

/s/ Arthur E. Stanfield
/s/ Michael C. Seyler
Date: October 13, 1993

APPENDIX H
SPLIT-WEEK VACATION OPTION PROCEDURE

1. Employees with five (5) years or more of Company Continuous Service as of December 31 of the vacation year are permitted to elect the Split-Week Vacation Option (K-week) for that vacation year.
2. Once a K-week has been designated on the vacation election form, it cannot be rescinded during the vacation year.
3. A vacation day (K-day) shall be paid at a rate equal to one-fifth of the vacation pay applicable to a vacation week.
4. A K-day paid for but not worked shall be counted as a day worked for the purpose of determining overtime liability for subsequent work days under the provisions of Article XIII, Section B.
5. K-weeks will be included in the 2.25% calculation to determine the number of vacations permitted per calendar week; however, they will not be counted as weeks for assignment purposes.

6. No more than four (4) K-days can be taken as time off in any given week.
7. If an employee has not scheduled all five K-days by September 1, he shall be assigned days of vacation as mutually agreed upon by the Company and the employee during the month of September for the balance of the year. In the event the parties are unable to reach agreement by September 30, then the Company will have the sole discretion to assign the unscheduled day(s) in the fourth quarter of the year.
8. K-days may be taken on scheduled days of work only. Once a K-day is approved and scheduled, no work will be assigned to that employee on that day.
9. No retroactively approved (post-dated) K-days are permitted.
10. To schedule each K-day, the employee must notify department supervision by Tuesday of the week in which the schedule is being prepared of his requested K-day. When unforeseen circumstances arise, this notice requirement may be waived by mutual agreement between the requestor and department supervision.
11. Exercising the Split-Week Vacation Option cannot and will not create a short-week benefit obligation for the Company pursuant to the S.U.B. Plan.

APPENDIX I

MEMORANDUM OF UNDERSTANDING
EMPLOYMENT RESERVE ASSIGNMENT WAIVERS

This agreement, as herein provided, is a supplement to Section H (Employment Reserve Assignment Procedure) and Section I (Force Reduction & Furlough) as contained under Article VIII of the Basic Agreement between Armco Advanced Materials Corporation and the Butler Armco Independent Union. It is intended to provide eligible employees, as defined below, with the

option of waiving work assignments through the Employment Reserve in the event said employees are displaced from their incumbent departments for one or more full weeks, subject to the following conditions:

1. To be eligible to elect the "Waiver of Assignment Option", an employee must have obtained five (5) or more years of Company Continuous Service and have established a permanent incumbency in a department.
2. In order for an employee to exercise such "Waiver of Assignment Option", he must have given appropriate advance notice to the Employment Reserve Office in accordance with the following procedure:
   a. "Waiver of Assignment Forms" will be provided by the Company and will be available in the Employment Reserve Office.
   b. Completed "Waiver of Assignment Forms" received by the Employment Reserve Office 72 or more hours prior to the schedule posting time shall be effective for the following week and thereafter, except as further provided.
   c. The "Waiver of Assignment Option" shall, in any given week, be inoperative to the extent that it would make unavailable the necessary number of employees to satisfy the work requirements of the Employment Reserve. Should such situation occur, retention of those employees having elected the "Waiver of Assignment Option" shall commence with the least senior of said employees. The sequence order of retention shall in no way diminish the job assignment rights of said employees.
3. In order for an employee to rescind his "Waiver of Assignment Form", he must give appropriate advance notice to the Employment Reserve Office in accordance with the following procedure:

a. "Waiver of Assignment Cancellation Forms" will be provided by the Company and will be available in the Employment Reserve Office.

b. An employee may rescind his "Waiver of Assignment Form" by completing a "Waiver of Assignment Cancellation Form" and submitting said form to the Employment Reserve Office. Completed "Waiver of Assignment Cancellation Forms" received by Employment Reserve Office 72 or more hours prior to the schedule posting time shall be effective commencing with the following week.

c. An employee having elected to rescind his "Waiver of Assignment Form" shall not be eligible to resubmit said form for a period of 90 calendar days.

4. An employee having been placed on "Waiver of Assignment Status" in accordance with the foregoing shall remain on said status, except as per any one of the following:

a. He is recalled to work in his incumbent department in accordance with his seniority. In this regard, it shall be the responsibility of said employees to contact their incumbent departments for possible work assignments prior to the commencement of each work week.

b. He is recalled to work due to there being an insufficient number of employees available to satisfy the work requirements of the Employment Reserve. Should such situation occur, the recall of those employees on "Waiver of Assignment Status" shall commence with the least senior of said employees. The sequence order of recall shall in no way diminish the job assignment rights of said employees. Recall of said employees, for any given week shall not occur subsequent to 12:00 noon Friday of the preceding week except as may be necessary in accordance with the fourth step of Memor-

andum of Understanding #6 (as revised in the 1983 Settlement Agreement). **(Memo #6 was incorporated into Article VIII-H-3 in the 1993 Agreement.)**

c. He voluntarily elects to return to work, if his seniority would so entitle him, prior to the time of his recall. In order for an employee to return to work under such circumstances, he must submit a completed "Waiver of Assignment Cancellation Form" to the Employment Reserve Office, as provided for in Paragraph 3b and subject to the provisions set out in 3c above.

5. In regard to Paragraph 4b above, it shall be the responsibility of each employee on "Waiver of Assignment Status" to contact the Employment Reserve Office every week between the hours of 12:00 noon and 5:00 p.m. on Friday. Failure to do so will result in the employee not receiving a schedule for the following week and will immediately cancel said employee's "Waiver of Assignment Option" and negates his eligibility to receive S.U.B. for the following week.
6. Employees on "Waiver of Assignment Status" shall be eligible to bid jobs and make application for Letters of Loan; however, the Company will not be obligated to notify said employees as to when notices of such opportunities are posted.
7. Employees on "Waiver of Assignment Status" shall be eligible for all Company provided benefits the same as they would be if their displacement was not of a voluntary nature. It is further agreed that the Company or any of its agents will not contest the eligibility of said employees to receive state unemployment compensation for weeks other than those which coincide with their scheduled vacation periods, except as the Company may deem appropriate for reasons other than those related to the voluntary nature of said displacements.

8. Notwithstanding the above:
   a. No employee shall be permitted to exercise the "Waiver of Assignment Option" when to do so would result in his displacing an employee on lay-off status.
   b. No employee shall be permitted to exercise the "Waiver of Assignment Option" when to do so would result in his displacing an employee with two (2) or less years of Company Continuous Service unless the employee with less than two (2) years of service is covered by a two-tiered wage scale.
   c. The "Waiver of Assignment Option" will be temporarily suspended at any time the reported financial position of the S.U.B. Funds is below 35%. The "Waiver of Assignment Option" will be reimplemented the week after the S.U.B. Fund has equaled or exceeded the 35% level.
   d. Any employee exercising the "Waiver of Assignment Option" and who is otherwise eligible for S.U.B. Benefits will receive such benefits based on a Standard S.U.B. Benefit calculation of zone 3.
   e. The "Waiver of Assignment Option" will not place any additional training obligation on the Company.
   f. Should unanticipated problems result in the administration of this understanding, the Company will discuss the problems with the Union and make appropriate revisions to the administrative procedures as the parties agree without detracting from the essence of this understanding.

1986 Settlement Agreement

APPENDIX J
MEMORANDUM OF UNDERSTANDING
OVERTIME ASSIGNMENT

Effective January 1, 1987, all employees will be entitled to compete for overtime assignments in their incumbent departments when on letter of loan, apprenticeship roving assignments, or cutback to the Employment Reserve for reasons other than a plant-wide furlough.

The assignment procedure is as follows:

> An employee who wants to be considered for overtime in his incumbent department and is absent from such as described above, for all or part of a scheduled week, must notify his incumbent department by 1:00 p.m. Friday prior to the scheduled week. Said notification must include: the department to which he is assigned, days scheduled, turns scheduled, and starting and quitting times.

It is the intent of this memorandum that the aforementioned overtime assignment procedure be applied consistently throughout the plant, unless otherwise provided by formal agreement of the local parties. If such an agreement is reached, copies will be forwarded to the Union Office and Industrial Relations.

From the date of agreement of this memorandum, there will be a six-month lag period before implementation. This time period will be utilized by both parties for informational and possible local agreement purposes.

/s/ F. G. Wilson
/s/ John P. Mall
Date: June 29, 1986

APPENDIX K
MEMORANDUM OF UNDERSTANDING
RELATIVE POSITION

The parties hereby agree to supplement the Butler Works' scheduling procedures as follows:

1. Return everyone to their respective relative positions or extended temporary positions, whichever is applicable (weekly).
2. Fill, where necessary, temporary known vacancies.
3. Cut back, if necessary.

It is understood that this procedure is applicable only to those employees who are not on furlough or layoff status.

In regard to 2 above, it is agreed that employees will have the right to work assignments on their relative position job levels in preference to employees who hold permanent incumbency rights on job levels below said employees, Article VIII, Section F, Paragraph 1-a of the Basic Agreement notwithstanding.

It is, however, agreed that vacancies arising after the weekly scheduling deadline will be governed by Article VIII, Section F, Paragraph 1-a of the Basic Agreement.

It is this Memorandum's intent that the aforementioned scheduling practices be applied consistently throughout the Plant, unless otherwise provided by formal agreement of the local parties.

This memorandum replaces the Relative Position memorandum from the 1983 Settlement Agreement.

/s/ Arthur E. Stanfield
/s/ Michael C. Seyler
Date: October 13, 1993

2001

JANUARY

S	M	T	W	T	F	S
	(1)	2	3	4	5	6
7	8	9	10	11	12	13
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FEBRUARY

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MARCH

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APRIL

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MAY

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27	(28)	29	30	31		

JUNE

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24	25	26	27	28	29	30

JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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16	17	18	19	20	21	22
23	(24)	(25)	26	27	28	29
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Holiday

2002

JANUARY

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27	28	29	30	31		

FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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15	16	17	18	19	20	21
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29	30	31				

Holiday

2003

JANUARY

S	M	T	W	T	F	S
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12	13	14	15	16	17	18
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FEBRUARY

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MARCH

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APRIL

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MAY

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NOVEMBER

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DECEMBER

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Holiday

2004

JANUARY

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FEBRUARY

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MARCH

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DECEMBER

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Holiday

2005

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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Holiday

2006

JANUARY

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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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19	20	21	22	(23)	(24)	25
26	27	28	29	30		

DECEMBER

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17	18	19	20	21	22	23
(24)	(25)	26	27	28	29	30
31						

Holiday

M. C. Seyler
AK Steel Corporation
BUTLER WORKS
P.O. BOX 832
BUTLER, PENNSYLVANIA 16003-0832